

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Maroubra Shop 7/ 160 Maroubra Road, Maroubra NSW 2035	Phone: 02 8201 3388 Mobile: 0421 032 760 Ref: Ivan Gunawan
co-agent vendor	Giantono Ali & Njun Jin Tjhen	
vendor's solicitor	Avantro Suite 503, 451 Pitt Street Sydney NSW 2000	Phone: 02 9218 7300 Email: info@avantro.com.au Ref: 250278
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	G7/28 Shepherd Street, Liverpool NSW 2170 Registered Plan: Lot 7 In Strata Plan 99169 Folio Identifier: 7/SP99169	
improvements	☐ VACANT POSSESSION ☒ subject to existing tenancies ☐ house ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	☒ air conditioning	☐ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☒ other: dryer, oven			
exclusions				
purchaser				
purchaser's solicitor				Phone: Email: Ref:
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify: _____

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER
Signed by _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held	Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4): _____**Manual transaction** (clause 30)☐ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ no ☐ yes**GST:** Taxable supply☒ no ☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ no ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make a **GSTRW payment**
(GST residential withholding payment)☐ NO☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
☐ 1 property certificate for the land	☐ 33 property certificate for strata common property
☐ 2 plan of the land	☐ 34 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 35 strata by-laws
☐ 4 plan of land to be subdivided	☐ 36 strata development contract or statement
☐ 5 document to be lodged with a relevant plan	☐ 37 strata management statement
☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	☐ 38 strata renewal proposal
☐ 7 additional information included in that certificate under section 10.7(5)	☐ 39 strata renewal plan
☐ 8 sewerage infrastructure location diagram (service location diagram)	☐ 40 leasehold strata - lease of lot and common property
☐ 9 sewer lines location diagram (sewerage service diagram)	☐ 41 property certificate for neighbourhood property
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 42 plan creating neighbourhood property
☐ 11 <i>planning agreement</i>	☐ 43 neighbourhood development contract
☐ 12 section 88G certificate (positive covenant)	☐ 44 neighbourhood management statement
☐ 13 survey report	☐ 45 property certificate for precinct property
☐ 14 building information certificate or building certificate given under <i>legislation</i>	☐ 46 plan creating precinct property
☐ 15 occupation certificate	☐ 47 precinct development contract
☐ 16 lease (with every relevant memorandum or variation)	☐ 48 precinct management statement
☐ 17 other document relevant to tenancies	☐ 49 property certificate for community property
☐ 18 licence benefiting the land	☐ 50 plan creating community property
☐ 19 old system document	☐ 51 community development contract
☐ 20 Crown purchase statement of account	☐ 52 community management statement
☐ 21 building management statement	☐ 53 document disclosing a change of by-laws
☐ 22 form of requisitions	☐ 54 document disclosing a change in a development or management contract or statement
☐ 23 <i>clearance certificate</i>	☐ 55 document disclosing a change in boundaries
☐ 24 land tax certificate	☐ 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	☐ 57 information certificate under Community Land Management Act 2021
☐ 25 insurance certificate	☐ 58 disclosure statement - off the plan contract
☐ 26 brochure or warning	☐ 59 other document relevant to off the plan contract
☐ 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	☐ 60
☐ 28 certificate of compliance	
☐ 29 evidence of registration	
☐ 30 relevant occupation certificate	
☐ 31 certificate of non-compliance	
☐ 32 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Whelan Property Group
 Address: PO Box 75 Strawberry Hills NSW 2012
 Phone: 02 9219 4111
 Email: strata@whelanproperty.com.au

CERTIFICATE PURSUANT TO S.66W OF THE CONVEYANCING ACT, 1919

I, _____, of _____,
certify as follows:-

- (a) I am a solicitor/licensed conveyancer currently admitted to practice in New South Wales
- (b) I am giving this Certificate in accordance with S.66W of the Conveyancing Act, 1919 with reference to a Contract for the sale of property known **G7/28 Shepherd Street, Liverpool NSW 2170**

From **GIANTONO ALI & NJUN JIN TJHEN**
To _____

- (c) I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee
- (d) I have explained to the Purchaser:
 - a. The effect of the Contract for the purchase of that property
 - b. The nature of this Certificate
 - c. The effect of giving this Certificate to the Vendor, ie that there is no cooling off period in relation to the Contract

DATED this _____ 2025

.....
Solicitor/Licensed Conveyancer

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is NO COOLING OFF PERIOD—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### **• Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
 27.3 The vendor must apply for consent *within* 7 days after service of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or service upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within* 42 days after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* serving notice of the event happening;
 • every *party* who has the benefit of the provision serving notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
 - 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

28 Shepherd Street, Liverpool NSW 2170

SPECIAL CONDITIONS – 2025 EDITION**33 Amendments to standard clauses of the contract**

The standard clauses of this contract are herein deemed to be amended as follows:

- (1) Clause 3 – delete
- (2) Clause 7.1.1 – “5%” is replaced by “1%”.
- (3) Clause 14
 - (a) Clause 14.4.2 – delete
 - (b) Insert Clause 14.9 – This clause 14 shall not merge on completion.
- (4) Clause 23.13 & 23.14 – delete and insert the following wording:

“The purchaser must apply for and serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.”
- (5) Clause 25 – delete

34 Inspections by Purchaser

The property and any furnishings or chattels referred to in this agreement are sold in their present condition and state of repair subject to all defects (latent or patent), infestation and dilapidation, and all damage from wear and tear pending completion. The purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of a defect in or any lack of repair of the improvements (or any part of the improvements), furnishings or chattels.

35 Representations, warranties and acknowledgements

The Purchaser enters into this agreement entirely as a result of the Purchaser's own enquiries and the Purchaser warrants that the Vendor has not nor has anyone on the Vendor's behalf made any representation other than as set out in this agreement which has in any manner influenced the Purchaser to enter into this agreement. The Purchaser does not rely on any representation, letter, document, correspondence or arrangement, whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this written agreement.

36 Purchaser warranty on Agent

The Purchaser warrants that the Purchaser was not introduced to the Vendor of the Property by any real estate agent except the agent (if any) named in this agreement and the Purchaser indemnifies the Vendor against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses

incidental to defending any such claim.

It is agreed that these indemnities shall be continuing indemnities not merging on completion.

37 Provision on death, mental illness, liquation

Without in any manner negating limiting or restricting any rights or remedies which would have been available to either party at Law or in Equity had this clause not been included herein, should either party prior to completion:

- (a) die or become mentally ill; or
- (b) being a company resolve to go into liquidation or have petition for the winding up or enter into any scheme of arrangement with its creditors pursuant to the provisions of Corporations Law or should any Receiver liquidator (provisional or otherwise) or Receiver Manager be appointed;

then the other party may rescind the within agreement by notice in writing and thereupon the within agreement shall be at as end and the provisions of Clause 19 shall apply.

38 Purchaser's obligations

In the event that the Purchaser changes solicitors without notifying the Vendor in writing of such change then the solicitor lastly acting for the Purchaser shall be deemed to remain and be the solicitor for the Purchaser for the purposes of this agreement until notice in writing signed by the Purchaser of such change is received by the Vendor.

39 Late completion

The Purchaser shall pay interest to the Vendor on the balances of purchase price as from the date herein stipulated for completion at the rate of 10% per annum until completion as a consequence of the delay, unless at the date stipulated for completion the Vendor is unable or unwilling to complete in which event interest shall not commence to run until the Vendor is ready willing and able to complete.

40 Settlement default

If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser will allow the vendor \$330 on settlement, for each cancellation.

41 Investment of deposit

Further to clause 2 of the Contract the Vendor and the Purchaser acknowledge that each is aware of the provisions of the taxation laws relating to tax file numbers and in particular that if a tax file number or claim for exemption is not quoted to an investment body, it will deduct tax from the unattributed income. Unattributed income is income from an investment for which the investor has

not quoted a tax file number or informed the investment body that the investor is exempt from quoting the investor's tax file number.

42 Completion

The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Change or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this Contract there is noted on any certificate of Title in respect of the property or any part thereof any Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

43 Release of deposit

The Purchaser agrees to release the whole or that part of the deposit as the Vendor requires at such time as the Vendor may require to be used by the Vendor for the payment of the whole or part of the deposit payable by the Vendor on another property and stamp duty on the contract in respect of the purchase of such other property, or any other amount which the Vendor may require for any reason whatsoever prior to completion of this Contract. If such release is required at the time of making this contract, then the deposit shall be paid in the manner direct by the Solicitor for the Vendor otherwise the deposit or part thereof shall be released by the deposit holder as directed in writing by Vendor's solicitors. The Purchaser shall not be entitled to make any claim for loss of interest which would otherwise be payable pursuant to clause 3 thereof.

44 Survey Report/Building Certificate

The property is sold subject to all matters disclosed in or ascertainable from the survey report or building certificate, if any, which annexed hereto. Subject to the *Conveyancing (Sale of Land) Regulation 2010*, the Purchaser shall not be entitled to raise any objection, requisition or claim for compensation in respect of any matters disclosed in or ascertainable there from nor shall the Purchaser on that account be entitled to rescind the Contract.

45 Payment of Deposit by Instalments

The Purchaser acknowledges that the Deposit payable hereunder is ten percent (10%) of the Purchase Price.

The Purchaser acknowledges that they have entered into this Agreement upon the part payment of the Deposit by way of a sum of less than ten percent (10%) of the Purchase Price stipulated herein.

The balance of the Deposit payable hereunder shall be paid by the Purchaser on completion of this Contract or upon termination of this Contract by the Vendor. If the Vendor terminates this Contract the Vendor shall in addition to any rights and remedies conferred on it by law and or equity have the right to sue the Purchaser for the unpaid balance of the Deposit.

This clause 45 shall not merge on termination of this Contract.

46 Particulars of Title

Notwithstanding any provision herein to the contrary the purchasers shall not be entitled to request particulars of the vendor's title. The purchaser agrees that sufficient particulars of the vendor's title are disclosed in the contract.

The purchase shall not be entitled to make any requisition objection or claim for compensation in respect of any of the following:

- (a) Any encroachments by upon the subject property;
- (b) The position of any building fences structures improvements drains pipes or electrical cables (if any);
- (c) Any other matter which may be referred to or disclosed in a survey report whether such survey report is annexed hereto or not.

47 Purchaser's Acknowledgement

The Purchasers acknowledge that they are purchasing the property and shall take title thereto subject to existing Water, Sewerage, Drainage, Gas and Electricity, Telephone or other installations or services (hereinafter in the condition referred to as "any service") and shall not make any requisition, objection or claim for compensation in respect of:

- (a) The nature, location, availability or non-availability of any service, or
- (b) If any such service is a joint service with any other property or properties, or
- (c) If any service for any other property or properties of the main, pipes, wires of connections therefore pass through or over the property and vice versa, or
- (d) Whether or not the property is subject to or has the benefit of any rights, easements or agreements in respect of any service or the main, pipes or connections there.

48 Notice to complete

It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete either party may issue a Notice to Complete requiring completion within fourteen (14) days from the date of service of the said Notice and this period of fourteen (14) days in relation thereto shall be regarded as a reasonable and essential time for completion under this Contract notwithstanding any rule of law or equity to the contrary. A party issuing such a notice shall be at liberty to extend the compliance with the said Notice without prejudice to his continuing right to rely on same or to give any such further Notice.

If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition to the payment of interest pursuant to clause 39 hereof the purchaser shall also pay the vendor the sum of four hundred and forty dollars (\$440.00) to cover legal costs and



other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.

49 Goods and services tax

In this clause:

“GST” refers to Goods and Services under *A New Tax System (Goods and Services Tax) Act 1999* (“GST Act”) and the terms used have the meanings as defined in the GST Act.

- (a) Notwithstanding any other provisions of this agreement, if for any reason whatsoever this sale is not accepted by the Commissioner of Taxation as GST-free, as a non-taxable supply:
- (b) the Purchaser agrees to pay the Vendor, within 14 days after the Vendor’s liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;
- (c) The Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations at the earliest opportunity after applying and receiving an ABN.

This clause shall not merge on completion.

50 Guarantee

In consideration of the vendor contracting with the corporate purchaser, the directors of the corporate purchaser (the guarantors), as is evidenced by the guarantor’s execution hereof, guarantee the performance by the purchaser of all of the purchaser’s obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.



Execution page for clause 50 Guarantee

SIGNED by	)
the guarantor in the presence of:	)
_____ Signature of Witness	_____ Signature
_____ Print Name of Witness	

SIGNED by	)
the guarantor in the presence of:	)
_____ Signature of Witness	_____ Signature
_____ Print Name of Witness	





NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7/SP99169

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
20/3/2025	9:41 AM	2	17/7/2019

LAND

LOT 7 IN STRATA PLAN 99169
AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL

FIRST SCHEDULE

GIANTONO ALI
NJUN JIN TJHEN
AS JOINT TENANTS

(T AP397873)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP99169
2 AP397874 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op09200002

PRINTED ON 20/3/2025



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP99169

SEARCH DATE	TIME	EDITION NO	DATE
20/3/2025	9:41 AM	5	27/6/2022

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 99169
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT LIVERPOOL
LOCAL GOVERNMENT AREA LIVERPOOL
PARISH OF ST LUKE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP99169

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 99169
ADDRESS FOR SERVICE OF DOCUMENTS:
28 SHEPHERD ST
LIVERPOOL 2170

SECOND SCHEDULE (46 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER
DESCRIBED IN THE TITLE DIAGRAM
- 3 DP1250092 RESTRICTION(S) ON THE USE OF LAND (LIMITED IN
STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN
THE TITLE DIAGRAM
- 4 DP1244592 EASEMENT FOR SUPPORT AND SHELTER AFFECTING THE WHOLE
OF THE LAND ABOVE DESCRIBED
- 5 DP1244592 EASEMENT FOR SUPPORT AND SHELTER APPURTENANT TO THE
LAND ABOVE DESCRIBED
- 6 DP1244592 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND
ABOVE DESCRIBED
- 7 DP1244592 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE
DESCRIBED
- 8 DP1244592 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED
- 9 DP1244592 EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 10 DP1244592 EASEMENT TO ACCESS AND USE SHARED FACILITIES
AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 11 DP1244592 EASEMENT TO ACCESS AND USE SHARED FACILITIES
AFFECTING APPURTENANT TO THE LAND ABOVE DESCRIBED
- 12 DP1244592 EASEMENT FOR DRAINAGE OF WATER AFFECTING THE WHOLE OF
THE LAND ABOVE DESCRIBED

END OF PAGE 1 - CONTINUED OVER

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SECOND SCHEDULE (46 NOTIFICATIONS) (CONTINUED)

- 13 DP1244592 EASEMENT FOR DRAINAGE OF WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1244592 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 15 DP1244592 POSITIVE COVENANT REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 16 DP1244592 POSITIVE COVENANT REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 17 DP1244592 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (9) IN THE S.88B INSTRUMENT
- 18 DP1244592 POSITIVE COVENANT REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 19 DP1244592 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 20 DP1244592 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 21 DP1244592 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 22 DP1244592 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 23 DP1244592 RIGHT TO USE WASTE HOIST VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 24 DP1244592 RIGHT TO USE CAR WASH AND SERVICE BAY VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 25 DP1244592 EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 26 DP1244592 EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (22) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 27 DP1244592 EASEMENT TO ACCESS WASTE HOIST VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 28 DP1244592 EASEMENT FOR WASTE STORAGE BAY 2.5 METRE(S) WIDE (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 29 DP1244592 EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 30 DP1244592 EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (29) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN

END OF PAGE 2 - CONTINUED OVER

SECOND SCHEDULE (46 NOTIFICATIONS) (CONTINUED)

THE TITLE DIAGRAM

31 DP1244592 EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (29) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

32 DP1244592 EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (30) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

33 DP1244592 RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (31) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

34 DP1244592 EASEMENT FOR FUTURE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

35 DP1244592 EASEMENT FOR FUTURE SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED

36 DP1244592 EASEMENT FOR CONSTRUCTION REFERRED TO AND NUMBERED (33) IN THE S.88B INSTRUMENT AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

37 DP1244592 EASEMENT FOR CONSTRUCTION REFERRED TO AND NUMBERED (33) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

38 DP1244592 EASEMENT FOR CONSTRUCTION REFERRED TO AND NUMBERED (34) IN THE S.88B INSTRUMENT AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

39 DP1244592 EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (36) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED

40 DP1250769 EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

41 DP1250769 RIGHT TO USE LIFT 2.6 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

42 DP1250769 EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

43 SP99169 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP99169

44 SP99169 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015

45 AR528365 CONSOLIDATION OF REGISTERED BY-LAWS

46 AR528365 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

END OF PAGE 3 - CONTINUED OVER

FOLIO: CP/SP99169

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 99169

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
STRATA PLAN 99169							
LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 168		2 - 168		3 - 164		4 - 181	
5 - 164		6 - 161		7 - 129		8 - 127	
9 - 209		10 - 208		11 - 207		12 - 165	
13 - 163		14 - 130		15 - 119		16 - 130	
17 - 168		18 - 126		19 - 126		20 - 160	
21 - 163		22 - 133		23 - 167		24 - 170	
25 - 131		26 - 170		27 - 159		28 - 127	
29 - 164		30 - 116		31 - 127		32 - 161	
33 - 164		34 - 134		35 - 168		36 - 171	
37 - 133		38 - 171		39 - 160		40 - 115	
41 - 165		42 - 129		43 - 129		44 - 163	
45 - 165		46 - 122		47 - 170		48 - 172	
49 - 134		50 - 172		51 - 161		52 - 130	
53 - 167		54 - 130		55 - 130		56 - 164	
57 - 167		58 - 137		59 - 171		60 - 174	
61 - 135		62 - 174		63 - 163		64 - 131	
65 - 168							

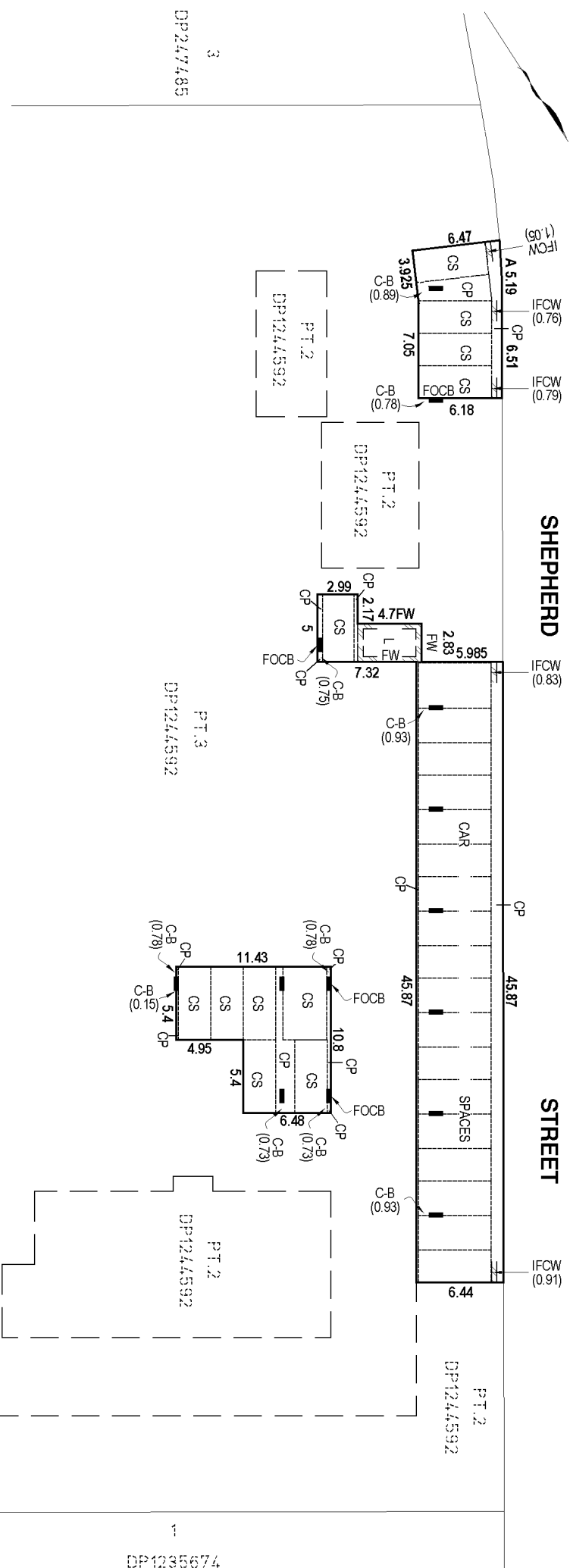
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op09200002

PRINTED ON 20/3/2025

**EASEMENTS AFFECTING THE WHOLE OF LOT:**

EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT) (DP1244592)
 EASEMENT FOR SERVICES (WHOLE OF LOT) (DP1244592)
 EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (DP1244592)
 EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT) (DP1244592)
 EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT) (DP1244592)
 EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) (DP1244592)
 EASEMENT FOR CONSTRUCTION (WHOLE OF LOT) (DP1244592)
 EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) (DP1250769)

NOTE: THE WHOLE OF LOT EASEMENTS ARE NOT REPRODUCED ON THE REMAINING LOCATION PLANS

NOTES

C-B denotes COLUMN TO BOUNDARY
 FOCB denotes FACE OF COLUMN ON BOUNDARY
 FW denotes FACE OF WALL
 IFCW denotes INSIDE FACE OF CONCRETE WALL

**LOCATION PLAN
 BASEMENT 2 & BELOW**

CP	COMMON PROPERTY
CS	CAR SPACE
L	LIFT (CP)

Surveyor:

DAVID BROMHEAD

Date of Survey: 16/11/2018

Surveyor's Ref: 65142

PLAN OF SUBDIVISION OF LOT 1 IN DP1244592

L.G.A.: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio: 1:300

Lengths are in metres.

REGISTERED



1/07/2019

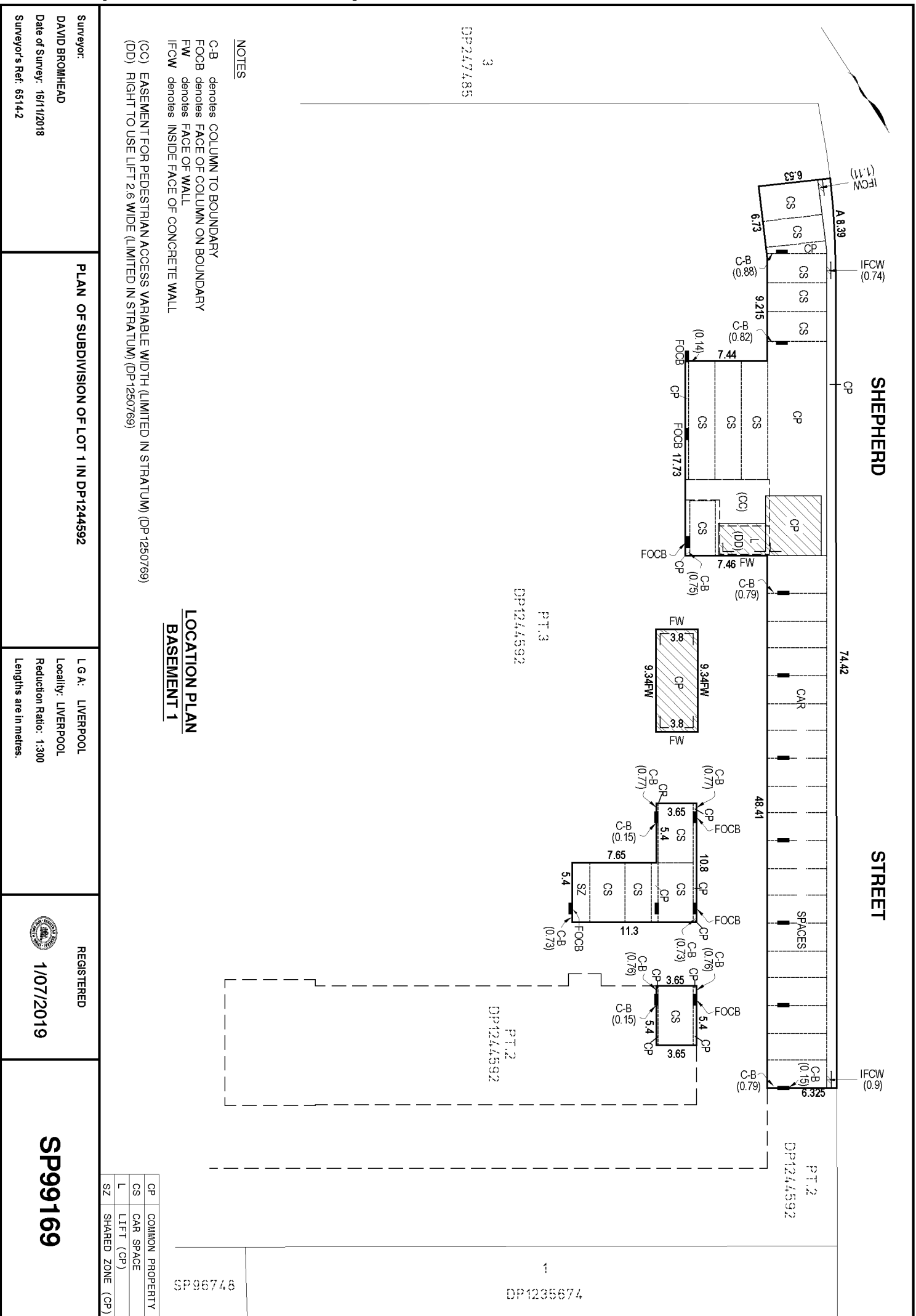
SP99169

DP247465

3

PT.3
DP1244592PT.2
DP1244592

DP12445674



NOTES

C-B denotes COLUMN TO BOUNDARY
FOCB denotes FACE OF COLUMN ON BOUNDARY
FW denotes FACE OF WALL
IFCW denotes INSIDE FACE OF CONCRETE WALL
(CC) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (DP1250769)
(DD) RIGHT TO USE LIFT 2.6 WIDE (LIMITED IN STRATUM) (DP1250769)

LOCATION PLAN
BASEMENT 1

CP	COMMON PROPERTY
CS	CAR SPACE
L	LIFT (CP)
SZ	SHARED ZONE (CP)

PLAN OF SUBDIVISION OF LOT 1 IN DP1244592

Surveyor:
DAVID BROMHEAD
Date of Survey: 16/11/2018
Surveyor's Ref: 65142

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:300
Lengths are in metres.

REGISTERED
1/07/2019

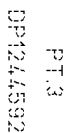
SP99169

DP247485

PT.3
DP1244592

PT.2
DP1244592

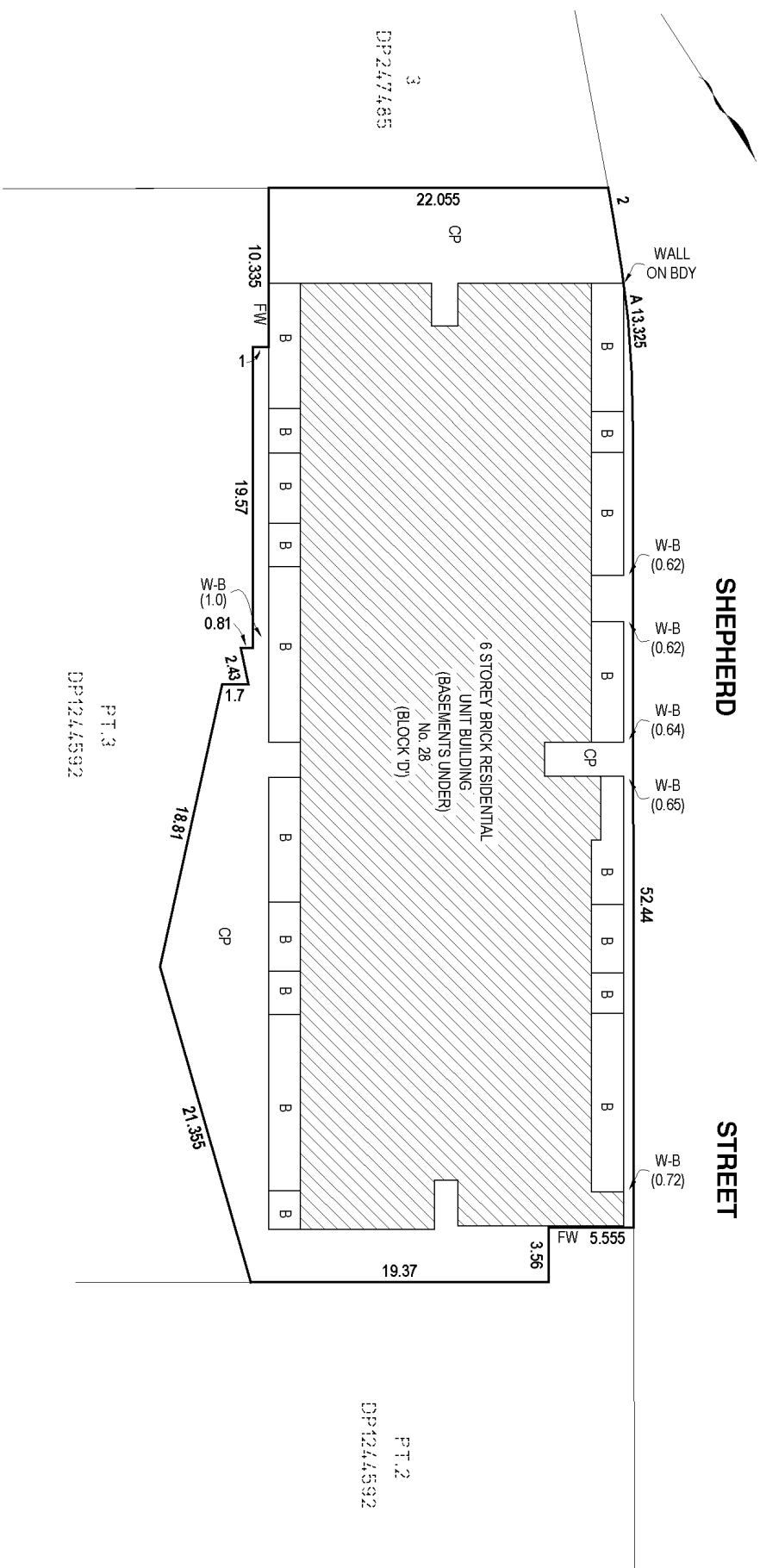
DP1235674



CP	COMMON PROPERTY
P	PATIO
PC	PLANTER (CP)

SP99169

CP	COMMON PROPERTY
P	PATIO
PC	PLANTER (CP)



NOTES

W-B denotes WALL TO BOUNDARY
FW denotes FACE OF WALL ON BDY

LOCATION PLAN
ABOVE GROUND FLOOR

CP	COMMON PROPERTY
B	BAL CONY

Surveyor:

DAVID BROMHEAD

Date of Survey: 16/11/2018

Surveyor's Ref: 65142

PLAN OF SUBDIVISION OF LOT 1 IN DP1244592

L G A: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio: 1:300

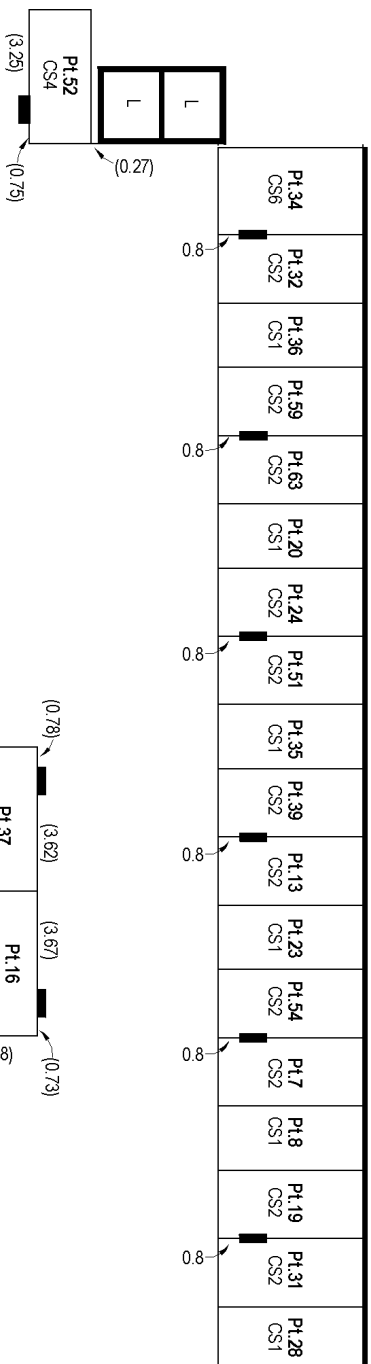
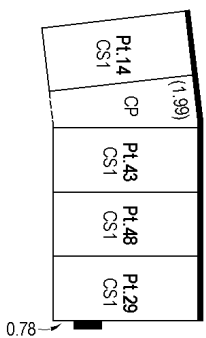
Lengths are in metres.

REGISTERED



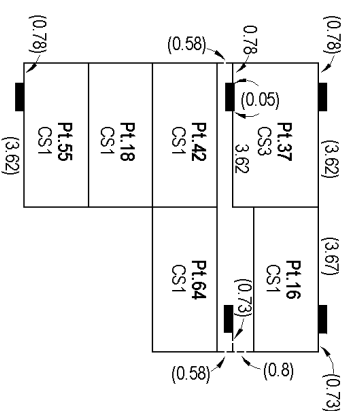
1/07/2019

SP99169



Car Space Schedule		
Tag	Size	Area(m ²)
CS1	2.4X5.4	13
CS2	2.55X5.4	14
CS3	3.2X5.4	17
CS4	2.3X5	12
CS6	3.35X5.4	18

UNLESS OTHERWISE SHOWN



NOTES:-

1. COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
2. REFER TO CARSPACE AREA SCHEDULE FOR DIMENSIONS AND AREAS
3. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
4. ALL ANGLES ARE RIGHT ANGLES
5. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
6. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

— PROLONGATION OF FACE OF COLUMN OR WALL

— PROLONGATION OF CENTRELINE OF COLUMN

BASEMENT 2

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
L	LIFT (CP)

PLAN OF SUBDIVISION OF LOT 1 IN DP1244592

Surveyor:
DAVID BROMHEAD
Date of Survey: 16/11/2018
Surveyor's Ref: 65142

L G A: LIVERPOOL
Locality: LIVERPOOL

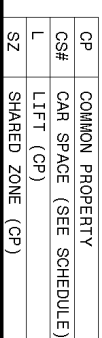
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED



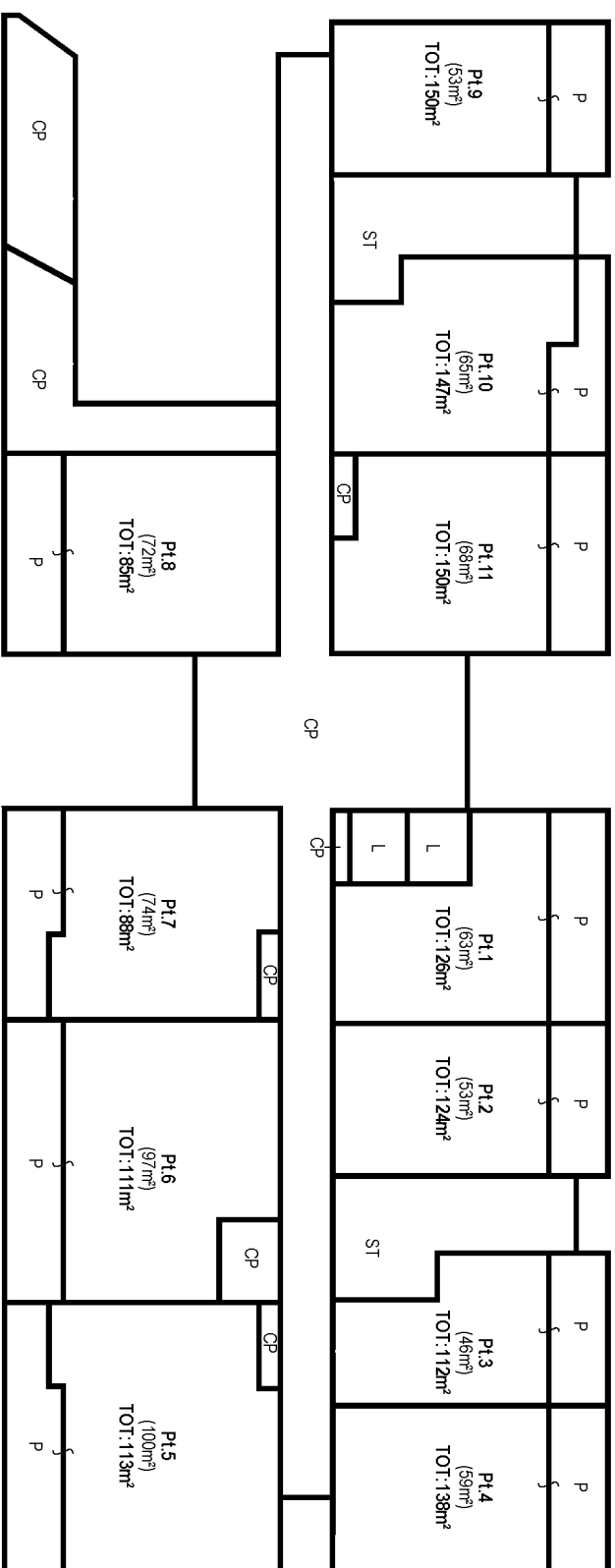
1/07/2019

SP99169



- ## BASEMENT 1

SP99169

**GROUND FLOOR****NOTES:-**

1. THE LIMIT OF THE STRATUM OF EACH PATIO IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
4. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
L	LIFT (CP)
P	PATIO
ST	STAIRS (CP)

PLAN OF SUBDIVISION OF LOT 1 IN DP1244592

L G A: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio: 1:200

Lengths are in metres.

REGISTERED



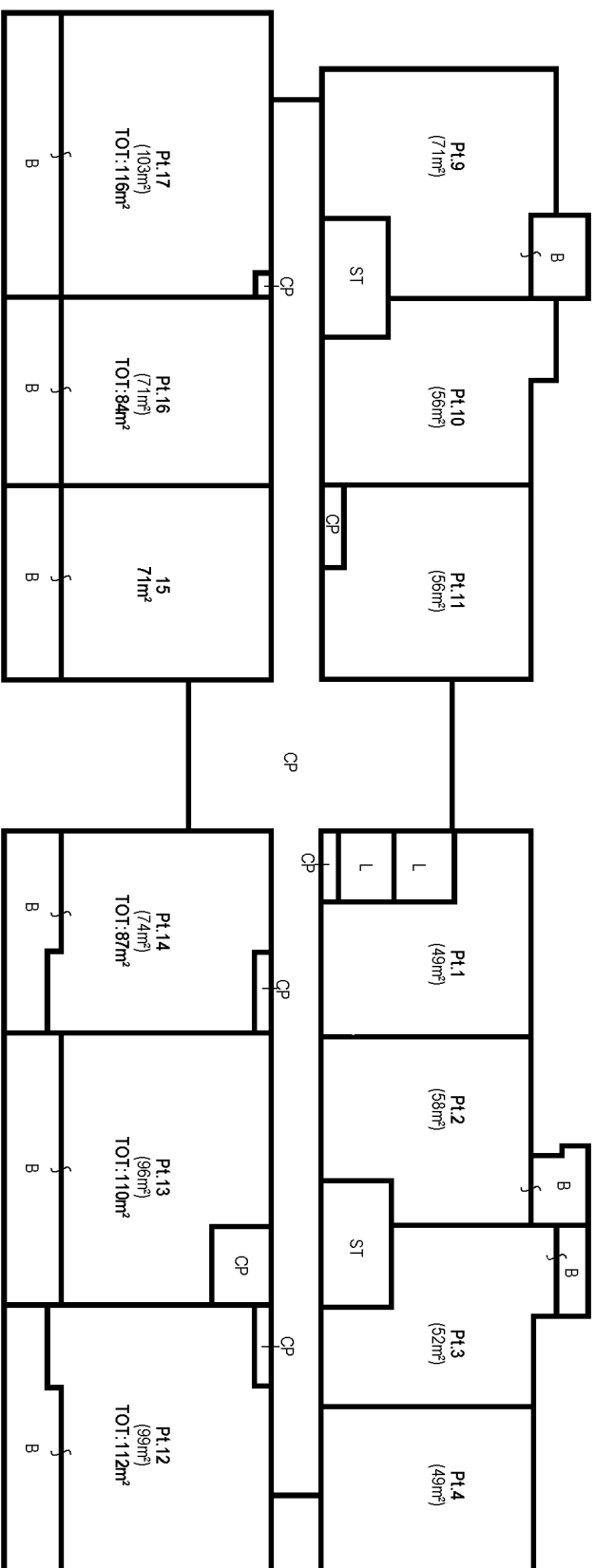
1/07/2019

SP99169

Surveyor: DAVID BROMHEAD

Date of Survey: 16/11/2018

Surveyor's Ref: 65142



LEVEL 1

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
4. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

PLAN OF SUBDIVISION OF LOT 1 IN DP1244592

Surveyor:
DAVID BROMHEAD
Date of Survey: 16/11/2018
Surveyor's Ref: 65142

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED



1/07/2019

SP99169



LEVEL 2

NOTES:

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
4. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

PLAN OF SUBDIVISION OF LOT 1 IN DP1244592

Surveyor:
DAVID BROMHEAD
Date of Survey: 16/11/2018
Surveyor's Ref: 65142

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED



1/07/2019

SP99169



LEVEL 3

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
4. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

PLAN OF SUBDIVISION OF LOT 1 IN DP1244592

Surveyor:
DAVID BROMHEAD
Date of Survey: 16/11/2018
Surveyor's Ref: 65142

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED



1/07/2019

SP99169



LEVEL 4

NOTES:-

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
4. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

PLAN OF SUBDIVISION OF LOT 1 IN DP1244592

Surveyor:
DAVID BROMHEAD
Date of Survey: 16/11/2018
Surveyor's Ref: 65142

L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED



1/07/2019

SP99169



LEVEL 5

NOTES:

1. THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
4. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
ST	STAIRS (CP)

PLAN OF SUBDIVISION OF LOT 1 IN DP1244592

Surveyor:
DAVID BROMHEAD
Date of Survey: 16/11/2018
Surveyor's Ref: 65142

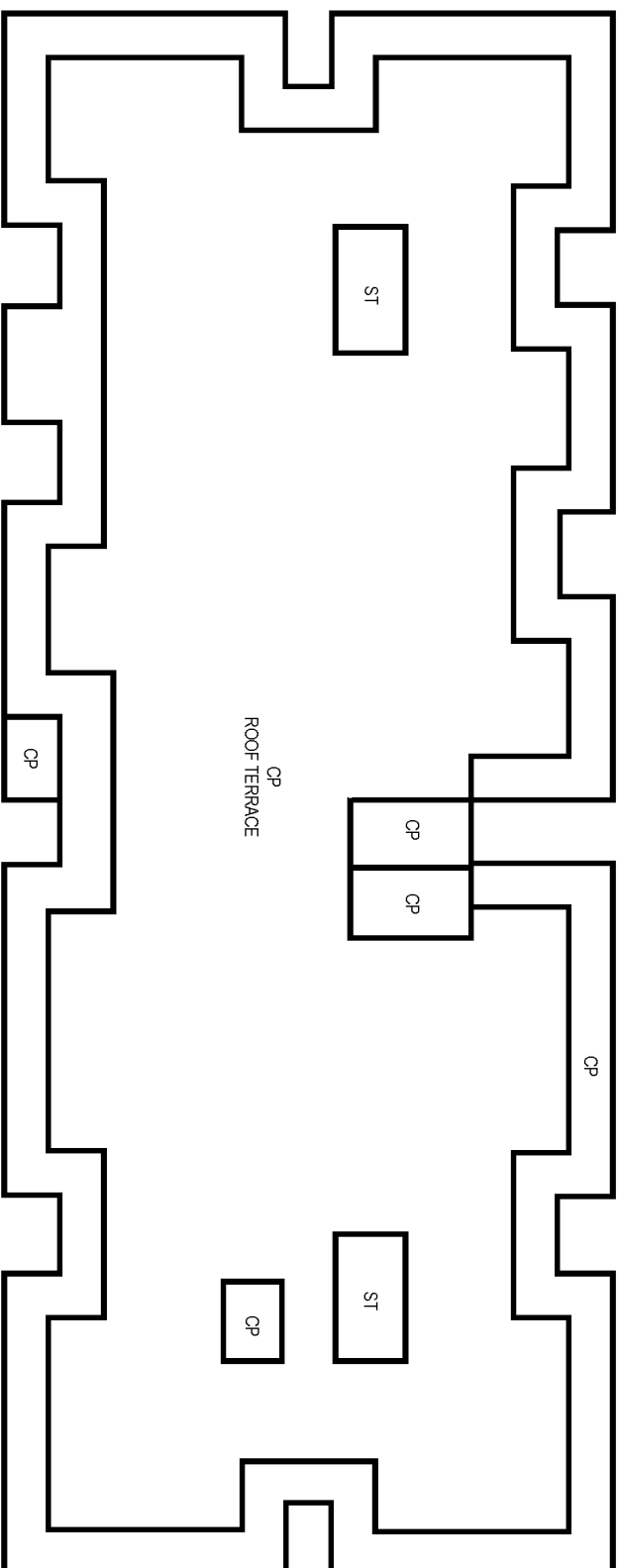
L G A: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:200
Lengths are in metres.

REGISTERED



1/07/2019

SP99169



ROOF TERRACE

CP	COMMON PROPERTY
ST	STAIRS (CP)

Surveyor:

DAVID BROMHEAD

Date of Survey: 16/11/2018

Surveyor's Ref: 65142

PLAN OF SUBDIVISION OF LOT 1 IN DP1244592

L G A: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio: 1:200

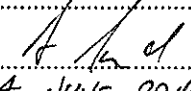
Lengths are in metres.

REGISTERED



1/07/2019

SP99169

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 7 sheets	
Office Use Only			Office Use Only		
Registered:  1/07/2019			SP99169		
PLAN OF SUBDIVISION OF LOT 1 IN DP1244592			LGA: LIVERPOOL Locality: LIVERPOOL Parish: ST LUKE County: CUMBERLAND		
This is a freehold Strata Scheme					
Address for Service of Documents 28 SHEPHERD STREET LIVERPOOL NSW 2170 Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * ~~Model by-laws for residential strata schemes together with:~~ Keeping of animals: Option *A*B Smoke penetration: Option *A*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I, DAVID BROMHEAD of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. ~~*The building encroaches on:~~ ~~* (a) a public place~~ ~~* (b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^~~ Signature:  Date: 16-11-2018 Surveyor ID: 579 Surveyor's Reference: 6514-2 ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Strata Certificate (Accredited Certifier) I, <u>Andrew Symonds</u> being an Accredited Certifier, accreditation number <u>BB 1837</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . ~~* (a) This plan is part of a development scheme.~~ ~~* (b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.~~ ~~* (c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.~~ Certificate Reference: <u>15396</u> Relevant Planning Approval No.: <u>CDL 15395</u> issued by: <u>ANDREW SYMONDS</u> Signature:  Date: <u>14 JUNE 2019</u> ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet ² of ⁷ sheets

Office Use Only

Office Use Only

Registered:



1/07/2019

SP99169

VALUER'S CERTIFICATE

I, Danny Sukkar (AAPI No.68873) being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:

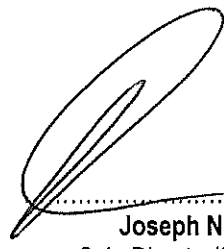
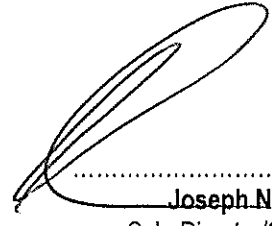
Date

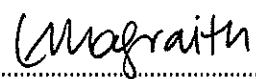
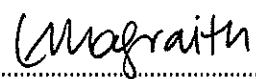
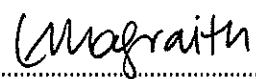
14 May 2019

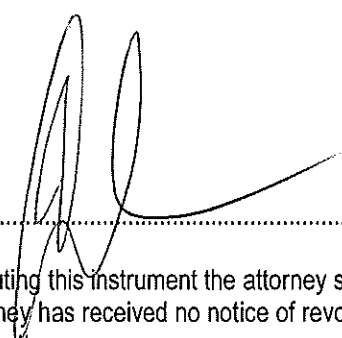
SCHEDULE OF UNIT ENTITLEMENT

LOT NO	UNIT ENTITLEMENT	LOT NO	UNIT ENTITLEMENT	LOT NO	UNIT ENTITLEMENT
1	168	23	167	45	165
2	168	24	170	46	122
3	164	25	131	47	170
4	181	26	170	48	172
5	164	27	159	49	134
6	161	28	127	50	172
7	129	29	164	51	161
8	127	30	116	52	130
9	209	31	127	53	167
10	208	32	161	54	130
11	207	33	164	55	130
12	165	34	134	56	164
13	163	35	168	57	167
14	130	36	171	58	137
15	119	37	133	59	171
16	130	38	171	60	174
17	168	39	160	61	135
18	126	40	115	62	174
19	126	41	165	63	163
20	160	42	129	64	131
21	163	43	129	65	168
22	133	44	163	AGGREGATE	10000

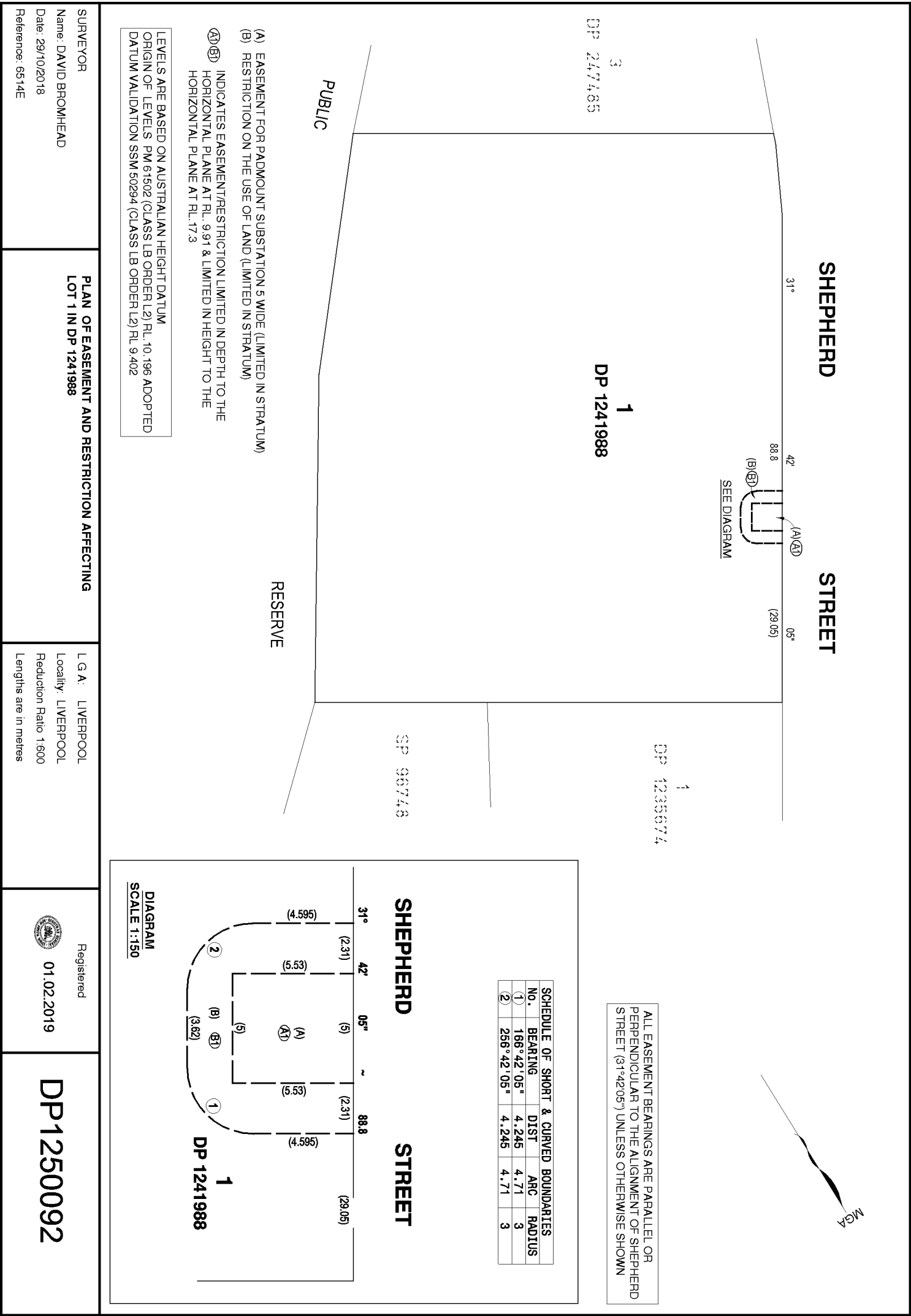
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 7 sheets																																																																																																																																										
Office Use Only		Office Use Only																																																																																																																																										
Registered:  1/07/2019	SP99169																																																																																																																																											
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>																																																																																																																																												
STREET ADDRESS 28 SHEPHERD STREET LIVERPOOL NSW 2170																																																																																																																																												
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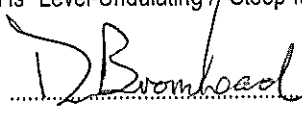
SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 7 sheets
Office Use Only		Office Use Only
Registered:	 1/07/2019	SP99169
This sheet is for the provision of the following information as required: • Any information which cannot fit in the appropriate panel of any previous administration sheets • Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT IN ~~142~~ SHEETS FILED WITH THIS PLAN		
EXECUTED by Coronation (26 Shepherd St) Pty Ltd ACN 612 253 308 in accordance with s127 of the Corporations Act 2001		 Joseph Nahas Sole Director/Secretary
EXECUTED by Coronation (28 Shepherd St) Pty Ltd ACN 600 861 907 in accordance with s127 of the Corporations Act 2001		 Joseph Nahas Sole Director/Secretary
Surveyor's Reference: 6514-2		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 5 of 7 sheets		
Office Use Only		Office Use Only		
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<u>Consent of Mortgagee</u> <table><tr><td> EXECUTED by Gresham Property Funds Management Limited (ACN 092 191 270) in accordance with section 127 of the Corporations Act: Signature of Director  Name of Director (block letters) </td><td>  Signature of ~~Director~~ Secretary LAUREN MAGRAITH Name of ~~Director~~ Secretary (block letters) </td></tr></table>			EXECUTED by Gresham Property Funds Management Limited (ACN 092 191 270) in accordance with section 127 of the Corporations Act: Signature of Director  Name of Director (block letters)	 Signature of ~~Director~~ Secretary LAUREN MAGRAITH Name of ~~Director~~ Secretary (block letters)
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<u>Consent of Mortgagee</u> SIGNED SEALED AND DELIVERED by) JOHN LANDERER) as attorney for IRENE PARIS CAMILLO under) registered power of attorney) Book 4679 No. 850) dated in the) presence of:) Signature of witness Name of witness (block letters) Address of witness (block letters)  By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney		
Surveyor's Reference: 6514-2		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 7 of 7 sheets
Office Use Only		Office Use Only
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<u>Consent of Mortgagee</u> SIGNED SEALED AND DELIVERED by) DAVID JAMES KELLEHER) as attorney for FCCD (AUSTRALIA) NOMINEE) PTY LIMITED (ACN 134 182 657) under) registered power of attorney) Book 4588 No. 579) dated <u>21 November 2008</u> in the) presence of:) Signature of witness Name of witness (block letters) Address of witness (block letters)  By executing this instrument the attorney states that the attorney has received no notice of revocation of the power of attorney		
Surveyor's Reference: 6514-2		



PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only Registered:  01.02.2019 Title System: TORRENS		Office Use Only DP1250092
PLAN OF EASEMENT AND RESTRICTION AFFECTING LOT 1 IN DP 1241988		LGA: LIVERPOOL Locality: LIVERPOOL Parish: ST LUKE County: CUMBERLAND
Survey Certificate I, DAVID BROMHEAD of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: ~~*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on~~ ~~*(b) The part of the land shown in the plan (*being/*excluding **)~~ ~~was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~ *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>. Datum Line: Type: *Urban/*Rural The terrain is *Level-Undulating /*Steep-Mountainous. Signature:  Dated: 29-10-2018 Surveyor Identification No: 579 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, ... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.
Plans used in the preparation of survey/compilation. DP1241988		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 6514E		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of ⁴ ~~3~~ sheet(s)	
Registered: 01.02.2019 Office Use Only PLAN OF EASEMENT AND RESTRICTION AFFECTING LOT 1 IN DP 1241988 Subdivision Certificate number: Date of Endorsement:	DP1250092 This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> - Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see 195D <i>Conveyancing Act 1919</i> - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- 1) EASEMENT FOR PADMOUNT SUBSTATION 5 WIDE (LIMITED IN STRATUM) (A)
- 2) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) (B)

EXECUTED by)
 Coronation (26 Shepherd St) Pty Ltd)
 ACN 600 861 907)
 in accordance with s127 of)
 the Corporations Act 2001)

Joseph Nahas
 Sole Director/Secretary

EXECUTED by)
 Coronation (28 Shepherd St) Pty Ltd)
 ACN 600 861 907)
 in accordance with s127 of)
 the Corporations Act 2001)

Joseph Nahas
 Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6514E

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of ⁴ 3 sheet(s)

Office Use Only

Office Use Only

Registered:  01.02.2019

DP1250092

PLAN OF EASEMENT AND RESTRICTION
AFFECTING LOT 1 IN DP 1241988

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

Consent of Mortgagee

EXECUTED by Gresham Property Funds
Management Limited (ACN 092 191 270) in
accordance with section 127 of the Corporations Act:

Signature of Director

Ami Simon

Name of Director (block letters)

Signature of Director/Secretary

MICHAEL BRUCE BURLEY

Name of Director/Secretary (block letters)

on behalf of
EXECUTED by Irene Paris Camillo in the presence of)

by John Landerer under
Power of Attorney BK. 4679
No. 850

Signature of Witness

Name of Witness

Address of Witness

Signature of Irene Paris Camillo-

John Landerer

I certify I am an
eligible witness and
that John Landerer
signed in my
presence.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6514E

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



01.02.2019

Office Use Only

Office Use Only

DP1250092

PLAN OF EASEMENT AND RESTRICTION
AFFECTING LOT 1 IN DP 1241988

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:

Date of Endorsement:

Consent of Mortgagee AN818427

EXECUTED by FCCD (Australia)

Nominee Pty Limited (ACN 134 182 657)

Under registered power of attorney Book 4558

No 579 dated 31 December 2008 in the

presence of



Signature of Witness

GEOFFREY ZIMAN

Name of Witness

GATEWAY, 1 MACQUARIE PLACE, SYDNEY

Address of Witness



Signature of Attorney

DAVID KELLEHER

Name of Attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6514E

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of ⁷ sheets)

Plan: **DP1250092** Plan of Easement and Restriction affecting
Lot 1 in DP 1241988

Full name and address of the
owner of the land:

Coronation(26 Shepherd Street) Pty Ltd
Coronation(28 Shepherd Street) Pty Ltd
Level 2 66 Wentworth Avenue
SURRY HILLS NSW 2010

PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Padmount Substation 5 Wide (Limited in Stratum) (A)	1/1241988	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
2	Restriction on the Use of Land (Limited in Stratum) (B)	1/1241988 (Part)	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

.....
Witness

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

Lengths are in metres

7
(Sheet 2 of 8 sheets)

Plan: **DP1250092** Plan of Easement and Restriction affecting
Lot 1 in DP 1241988

PART 2

1. Terms of Easement numbered 1 in the plan

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

Name of Authority having the power to release vary or modify the terms of Easement numbered 1 in the plan is **Epsilon Distribution Ministerial Holding Corporation**.

2. Terms of Restriction on the Use of Land numbered 2 in the plan

2.1 Definitions:

- a) **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- b) **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- c) **erect** includes construct, install, build and maintain.
- d) **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2.2 No building shall be erected or permitted to remain within the restriction site unless:

- a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- c) the owner provides the authority benefited with an engineer's certificate to this effect.

2.3 The fire ratings mentioned in clause 2.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.



.....
Witness

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

Lengths are in metres

7
(Sheet 3 of 8 sheets)

Plan: **DP1250092** Plan of Easement and Restriction affecting
Lot 1 in DP 1241988

PART 2

2.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- a) Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- b) The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of Authority having the power to release vary or modify the terms of Restriction numbered 2 in the plan is **Epsilon Distribution Ministerial Holding Corporation**.

.....
Witness

ePlan

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
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CONVEYANCING ACT 1919**

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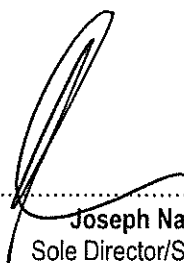
Plan:

DP1250092

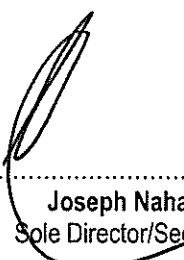
Plan of Easement and Restriction affecting
Lot 1 in DP 1241988

PART 2

EXECUTED by)
Coronation (26 Shepherd St) Pty Ltd)
ACN 600 861 907)
in accordance with s127 of)
the Corporations Act 2001)


.....
Joseph Nahas
Sole Director/Secretary

EXECUTED by)
Coronation (28 Shepherd St) Pty Ltd)
ACN 600 861 907)
in accordance with s127 of)
the Corporations Act 2001)


.....
Joseph Nahas
Sole Director/Secretary

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 5 of ⁷ sheets)

Plan: **DP1250092** Plan of Easement and Restriction affecting
Lot 1 in DP 1241988

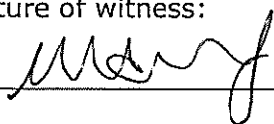
PART 2

Prescribed Authority

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW)

Signature of witness:



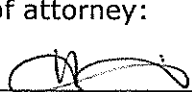
Name of witness:

Michelle Alamy

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Power of attorney: Book 4734

No 883

EE reference: UML8099

Date: 5 November 2018

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919**

Lengths are in metres

7
(Sheet 6 of 8 sheets)

Plan: **DP1250092** Plan of Easement and Restriction affecting
Lot 1 in DP 1241988

PART 2

Consent of Mortgagee

EXECUTED by Gresham Property Funds
Management Limited (ACN 092 191 270) in
accordance with section 127 of the Corporations Act:

Signature of Director

Ami Simon

Name of Director (block letters)

Signature of Director/Secretary

MICHAEL BRUCE BURLEY

Name of Director/Secretary (block letters)

on behalf of
EXECUTED by Irene Paris Camillo in the presence.

of by John Landers
on behalf of under
Power of Attorney BK 4679
Signature of Witness No. 850

Signature of Irene Paris Camillo

John Landers

Signature Name of Witness

Daniel Harbut

133 Castlereagh St.

Address of Witness

Sydney

I certify I am an
eligible witness and that
John Landers signed in
my presence.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE AND POSITIVE
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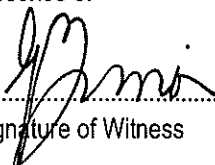
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Plan of Easement and Restriction affecting
Lot 1 in DP 1241988

PART 2

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Under registered power of attorney Book 4558
No 579 dated 31 December 2008 in the
presence of


.....
Signature of Witness

GEOFFREY ZIMAN
.....
Name of Witness

'GATEWAY' 1 MACQUARIE PLACE, SYDNEY
.....
Address of Witness


.....
Signature of Attorney

DAVID KELLEHER
.....
Name of Attorney

REGISTERED



01.02.2019

COORDINATE SCHEDULE

MARK	EAST	NORTH	CLASS	ORDER	METHOD	STATE
PM 61502	308 024.229	6 243 496.913	B	2	SCIMS	FOUND
SSM 50294	308 089.065	6 243 570.060	B	2	SCIMS	FOUND
SSM 153843	307 982.347	6 243 627.646	B	2	SCIMS	FOUND
SSM 78222	307 958.09	6 243 345.76	D	N/A	TRAV	FOUND
BM CUT IN KERB	307 991.9	6243400.8	U	U	TRAV	PLACED
DATE OF SCIMS COORDINATES: 09/08/2018						
COMBINED SCALE FACTOR: 1.000049						
MGA ZONE: 56						
MGA DATUM: GD494						

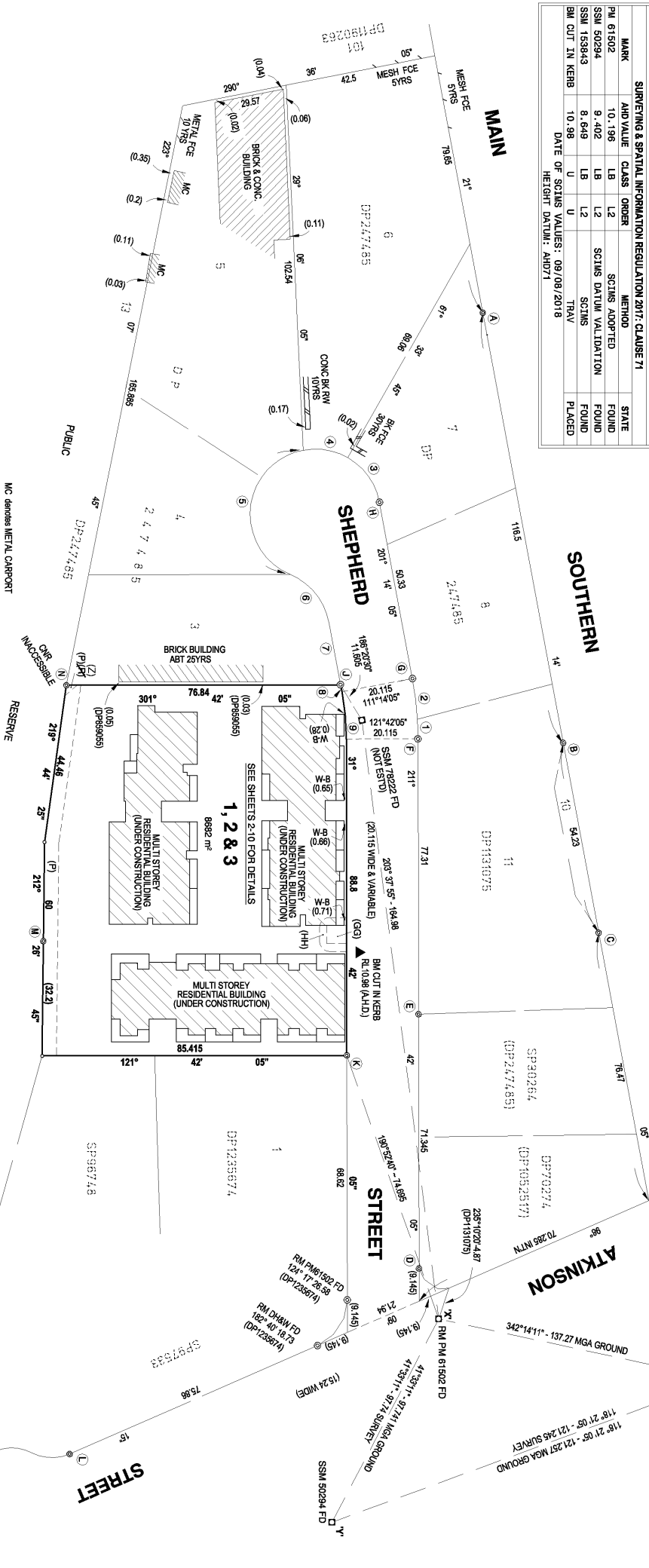
HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 61502	SSM 50294	-0.789	TRIG HEIGHTING
SSM 50294	SSM 153843	-0.752	TRIG HEIGHTING
SSM 153843	PM 61502	+1.551	TRIG HEIGHTING
BM CUT IN KERB	SSM 50294	+0.784	TRIG HEIGHTING
BM CUT IN KERB	SSM 50294	-1.583	TRIG HEIGHTING
HEIGHT DATUM: AHD71			

HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS SHOWN THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL, DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION.

HEIGHT SCHEDULE

MARK	AND VALUE	CLASS	ORDER	METHOD	STATE
PM 61502	10.196	LB	L2	SCIMS ADOPTED	FOUND
SSM 50294	9.402	LB	L2	SCIMS VALUATION	FOUND
SSM 153843	8.649	LB	L2	SCIMS	FOUND
BM CUT IN KERB	10.98	U	U	TRAV	PLACED
DATE OF SCIMS VALUES: 09/08/2018					
HEIGHT DATUM: AHD71					



MC denotes METAL CARPORT

(Z) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP24748)
(G) EASEMENT FOR POUNDING SITUATION 5 WIDE
(HH) RESTRICTION ON THE USE OF LAND (LIMITED IN STRAULUM) - DP120002

No.	BEARING	DIST	ARC	RAD
(1)	210°00'05"	5.5	5.5	93.06
(2)	204°46'05"	11.485	11.5	93.06
(3)	176°24'05"	15.365	15.885	18.29
(4)	131°24'05"	12.61	12.875	18.29
(5)	37°55'10"	35.04	46.81	18.29
(6)	382°55'05"	17.35	18.075	18.29
(7)	21°14'05"	17.79	-	-
(8)	21°14'05"	2	-	-
(9)	26°28'05"	13.305	13.325	72.94

LOT 1	2065m2
LOT 2	295sqm2
LOT 3	7340m2

NOTE: THE TOTAL AREAS SHOWN DO NOT INCLUDE PARTS OF THE SAME LOT THAT OVERLAP IN PLAN VIEW.

EASEMENTS CREATED BY THIS PLAN:
(P) EASEMENT FOR CONSTRUCTION PURPOSES 4 WIDE
EASEMENTS AFFECTING THE WHOLE OF LOTS 1,3 CREATED BY THIS PLAN:
EASEMENT FOR SUPPORT AND SHELTER
EASEMENT FOR SERVICES
EASEMENT FOR EMERGENCY EGRESS
EASEMENT FOR ACCESS AND USE SHARED FACILITIES
EASEMENT FOR DRAINAGE OF WATER
EASEMENT FOR SERVICES
EASEMENT FOR CONSTRUCTION
EASEMENT FOR CONSTRUCTION

No.	BEARING	DIST	MARK DESCRIPTION
(A)	319°15'40"	17.32	DRHW FD (DP190289)
(B)	290°02'	2.39	DRHW FD (DP131075)
(C)	335°24'30"	6.19	DRHW FD (DP131075)
(D)	301°42'	3.615	DRHW FD (DP247485)
(E)	300°06'	3.61	DRHW FD (DP247485)
(F)	301°42'	16.51	DRHW FD (DP247485)
(G)	291°14'	3.525	DRHW FD (DP1235674)
(H)	291°14'	16.45	DRHW FD (DP1235674)
(I)	291°14'	3.535	DRHW FD (DP247485)
(J)	36°34'	13.585	DRHW FD (DP1241988)
(K)	121°54'30"	3.595	DRHW FD (DP1235674)
(L)	188°09'	16.505	DRHW FD (DP1235674)
(M)	120°17'	0.455	GIP FD (DP247485)
(N)	121°30'30"	14.64	DRHW FD (DP247485)

Surveyor:
DAVID BROWNEHEAD
Date of Survey: 24/08/2018
Surveyor's Ref: 6514
2018W7100(1195) Additional Sheets

PLAN OF SUBDIVISION OF LOT 1 IN DP1241988

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:800
Lengths are in metres.

REGISTERED
08.02.2019

DP1244592

BASEMENT 2 & BELOW

PART LOTS 1, 2 AND 3 ARE STRATUM LOTS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 4 AND 5 UNLESS SHOWN OTHERWISE

NOTES

1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM

- C-B denotes COLLUM TO BOUNDARY
FOCB denotes FACE OF COLLUM ON BOUNDARY
FW denotes FACE OF WALL
IFW denotes INSIDE FACE OF CONCRETE WALL
C denotes EASEMENT DIMENSIONS AS SHOWN IN SCHEDULE OF SHORT & CURVED LINES
PT.1 denotes STRATUM LIMIT
PT.2 denotes EASEMENT LIMIT
denotes SECTION SEE SHEET 10

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 31°49'20" UNLESS OTHERWISE SHOWN

THE AREA OF LOT 1 AT BASEMENT 2 & BELOW IS 289m² (IN 3 PARTS)
THE AREA OF LOT 2 AT BASEMENT 2 & BELOW IS 958m² (IN 5 PARTS)
THE AREA OF LOT 3 AT BASEMENT 2 & BELOW IS 725m² (IN 1 PART)

EASEMENTS CREATED BY THIS PLAN:

- (A) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(F) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(P) EASEMENT FOR CONSTRUCTION PURPOSES 4 WIDE

EXISTING EASEMENTS:

- (Z) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP247485)

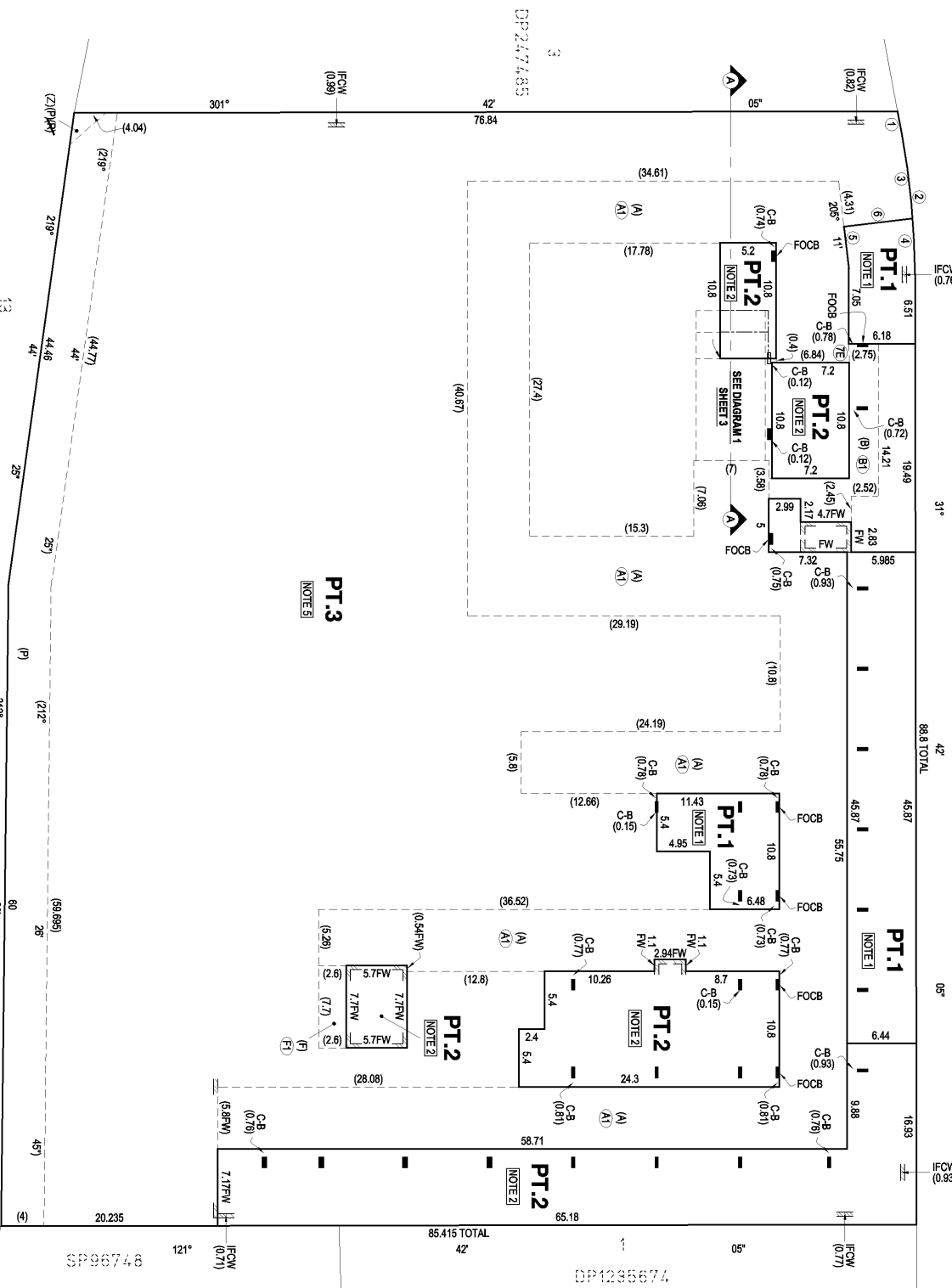
SCHEDULE OF BOUNDARY LIMITS

- NOTE 1 PART LOT 1 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE
NOTE 2 PART LOT 2 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE
NOTE 5 PART LOT 3 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE

SCHEDULE OF EASEMENT LIMITS

- (A) (B) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT R/L 3 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THIS PLANE

SCHEDULE OF SHORT/CURVED LINES				
#	Bearing	Distance	Radius	Arc
1	21°14'05"	2	72.94	13.325
2	26°28'05"	13.305	72.94	8.135
3	24°25'50"	8.13	72.94	8.135
4	29°39'45"	5.19	72.94	5.19
5	205°11'	3.925		
6	239°11'	6.47		
7E	(209°51'50" 1.77)			

SHEPHERD**STREET**

DP247485

PUBLIC

RESERVE

Surveyor:

DAVID BROWNHEAD

Date of Survey: 24/08/2018

Surveyor's Ref: 6514 2018W7100(1199) Additional Sheets

PLAN OF SUBDIVISION OF LOT 1 IN DP1241988

L.G.A.: LIVERPOOL

Locality: LIVERPOOL

Reduction Ratio 1:300

Lengths are in metres.

REGISTERED

08.02.2019

DP1244592

BASEMENT 2 & BELOW (CONT.)

PART LOTS 1, 2 AND 3 ARE STRATUM LOTS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 4 AND 5 UNLESS SHOWN OTHERWISE

NOTES

1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM
2. SEE SHEET 2 FOR LOT AREAS OF BASEMENT 2 & BELOW
- BRL denotes DEPTH/HEIGHT RL OF LOT BOUNDARY
EHL denotes DEPTH RL OF EASEMENT
EHLR denotes HEIGHT RL OF EASEMENT
C-B denotes COLUMN TO BOUNDARY
FOCB denotes FACE OF COLUMN ON BOUNDARY
FOS denotes FACE OF CONCRETE SLAB
KB denotes FACE OF CONCRETE KERB
X denotes PT.2 BELOW & PT.3 ABOVE

denotes STRATUM LIMIT
denotes EASEMENT LINE

denotes SECTION SEE SHEET 10

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 31°48'20" UNLESS OTHERWISE SHOWN

EASEMENTS CREATED BY THIS PLAN:

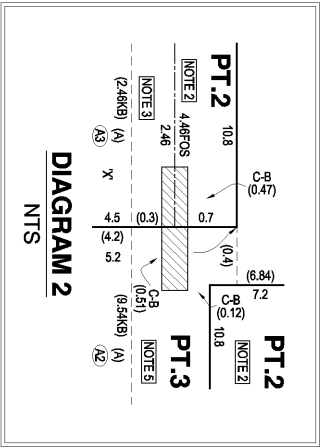
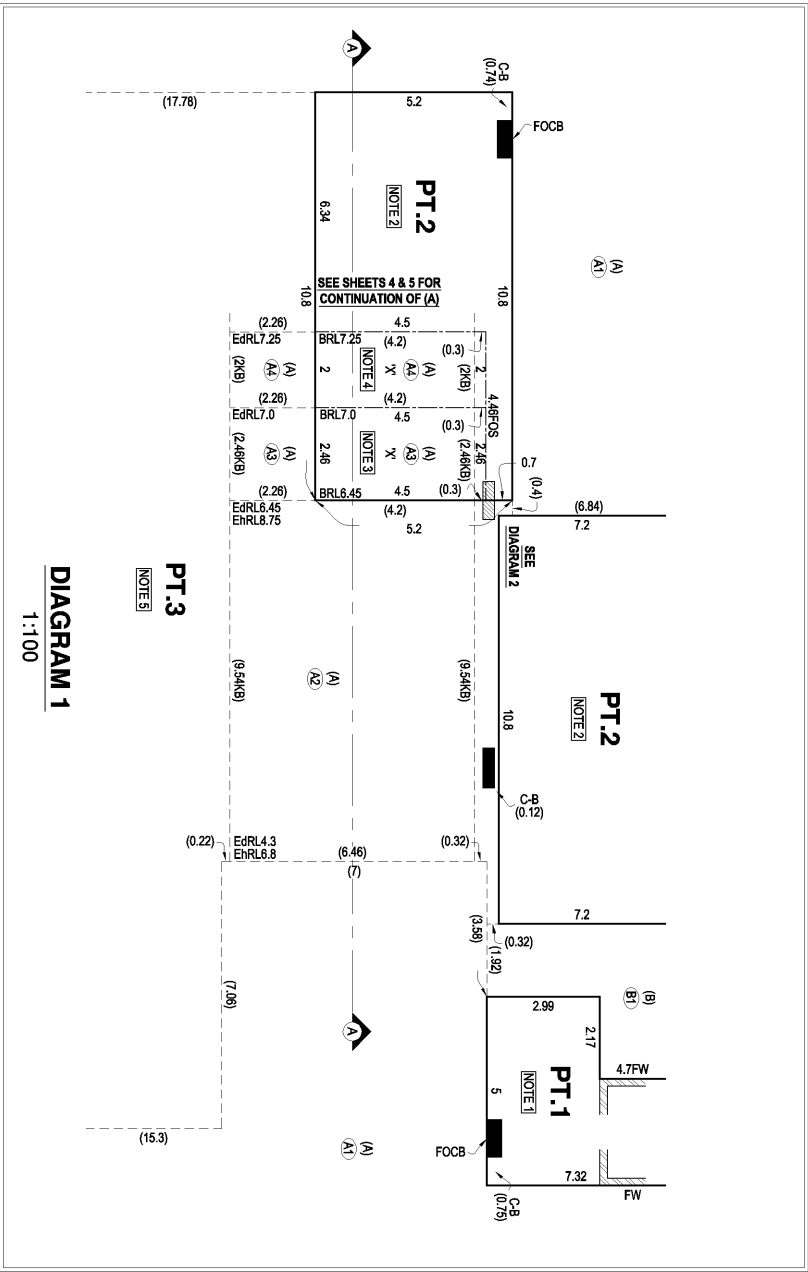
- (A) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(B) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

SCHEDULE OF BOUNDARY LIMITS

- NOTE 1** PART LOT 1 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE
- NOTE 2** PART LOT 2 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE
- NOTE 3** PART LOT 2 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL.6.45 AND RL.7.0. PART LOT 3 EXISTS ABOVE THE INCLINED PLANE BETWEEN RL.6.45 AND RL.7.0 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE
- NOTE 4** PART LOT 2 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL.7.0 AND RL.7.25. PART LOT 3 EXISTS ABOVE THE INCLINED PLANE BETWEEN RL.7.0 AND RL.7.25 AND IS LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE
- NOTE 5** PART LOT 3 IS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE

SCHEDULE OF EASEMENT LIMITS

- (A) (B) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL.6.5 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THIS PLANE
- (A2) INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL.4.3 AND RL.6.45 AND LIMITED IN HEIGHT TO THE INCLINED PLANE BETWEEN RL.6.5 AND RL.7.0
- (A3) INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL.6.45 AND RL.7.0 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THIS PLANE
- (A4) INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL.7.0 AND RL.7.25 AND LIMITED IN HEIGHT TO 2.5 METRES ABOVE THIS PLANE



PART LOTS 1, 2 AND 3 ARE STRATUM LOTS LIMITED IN DEPTH TO THE HORIZONTAL AND INCLINED PLANES SHOWN ON THIS PLAN AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 6-9

SCHEDULE OF SHORT/CURVED LINES				
#	Bearing	Distance	Radius	Arc
1	21°14'05"	2	72.94	13.325
2	26°28'05"	13.305	72.94	4.935
10	23°10'20"	4.93	72.94	8.39
11	28°24'20"	8.385	72.94	

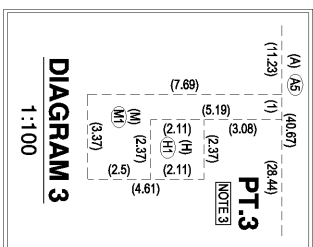
STREET

1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM

- C-B denotes COLUMN TO BOUNDARY
 FOOB denotes FACE OF COLUMN ON BOUNDARY
 FW denotes FACE OF WALL
 IFCW denotes INSIDE FACE OF CONCRETE WALL
 --- denotes STATUTIM LIMIT
 --- denotes EASEMENT LINE
 (A) denotes SECTION SEE SHEET 10

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR
TO 31°48'20" UNLESS OTHERWISE SHOWN

THE AREA OF LOT 1 AT BASEMENT 1 IS 785m² (IN 5 PARTS)
THE AREA OF LOT 2 AT BASEMENT 1 IS 962m² (IN 2 PARTS)
THE AREA OF LOT 3 AT BASEMENT 1 IS 6935m² (IN 1 PART)



- (a) RIGHT-OF ACCESS VARIABLE WIDTH (LIMITED IN STRAIGHT)
- (b) RIGHT-TO USE WASTE HOST VARIABLE WIDTH (LIMITED IN STRAIGHT)
- (c) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRAIGHT)
- (d) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRAIGHT)
- (e) EASEMENT TO ACCESS WASTE HOST VARIABLE WIDTH (LIMITED IN STRAIGHT)
- (f) EASEMENT FOR CONSTRUCTION PURPOSES & WIDE
- (g) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRAIGHT)
- (h)

(Z)(P) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP247485)

SCHEDULE OF BOUNDARY LIMITS

NOTE 1
PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT R.L. 25 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE

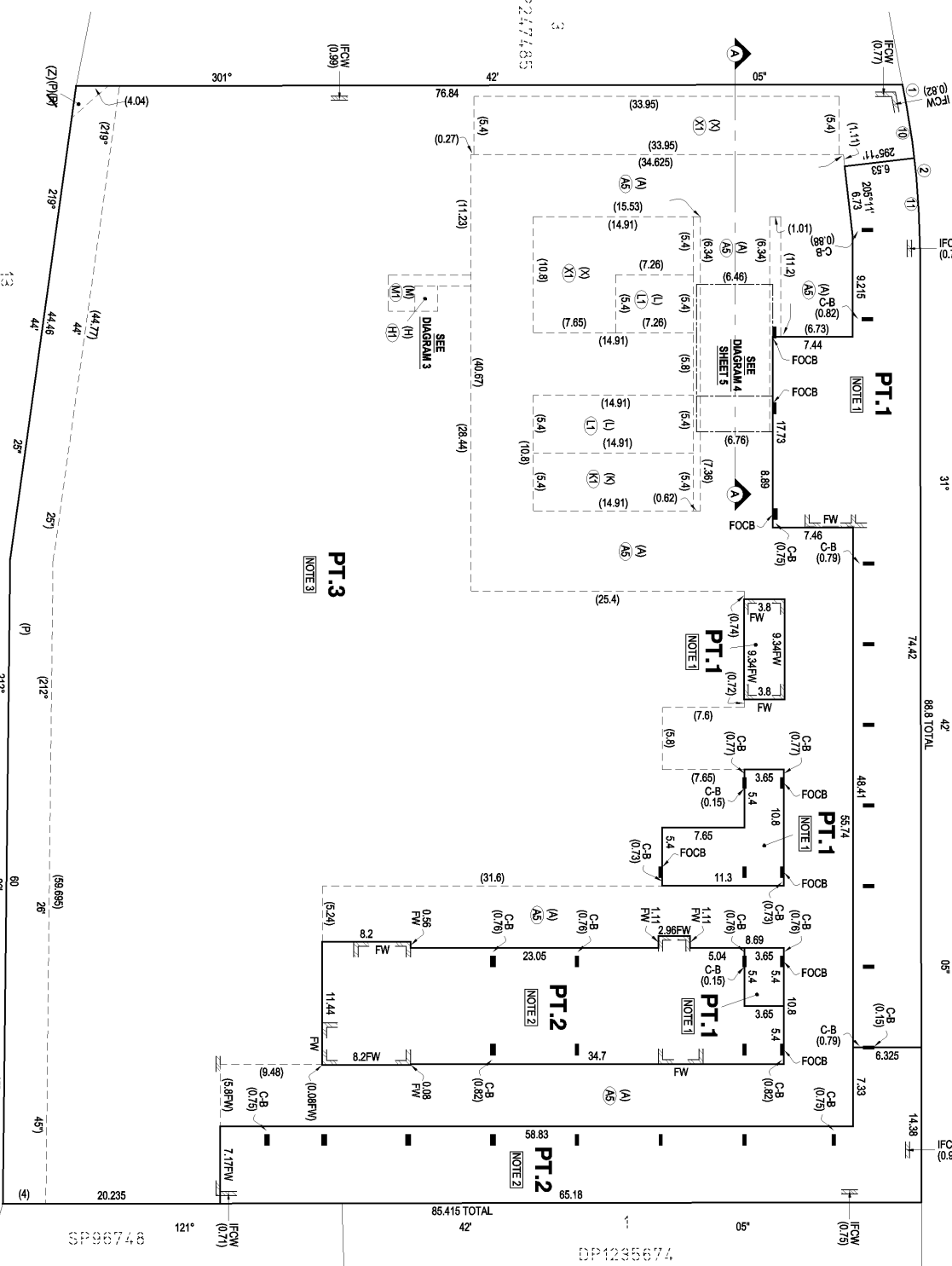
NOTE 2
PART LOT 2 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 7.25 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE

NOTE 3
PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.25 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE

SCHEDULE OF EASEMENT LIMITS

A5 K1 INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM
L1 M1 OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND
X1 LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE

(H1) INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO THE UPPER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT



DAVID BROMHEAD
Date of Survey: 24/08/2018

Surveyors Ref: 6514
004987400(4400) A-4400-1 C1-14

Reduction Ratio 1:300
Lengths are in metres

08.02.2019

DP1244592

BASEMENT 1 (CONT.)

PART LOTS 1 AND 3 ARE STRATUM LOTS UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO THE LOWER LIMITS OF THE LOTS SHOWN ON SHEETS 6-9

NOTES

1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM
2. SEE SHEET 4 FOR LOT AREAS OF BASEMENT 1

BdRL denotes DEPTH RL OF LOT BOUNDARY
dRL denotes DEPTH RL OF STRATUM LIMIT
C-B denotes COLUMN TO BOUNDARY
FOCB denotes FACE OF COLUMN ON BOUNDARY
FOS denotes FACE OF CONCRETE SLAB
FW denotes FACE OF WALL
KB denotes FACE OF CONCRETE KERB

--- denotes STRATUM LIMIT
--- denotes EASEMENT LINE

▲ denotes SECTION SEE SHEET 10

[ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 31°48'20" UNLESS OTHERWISE SHOWN]

EASEMENTS CREATED BY THIS PLAN:

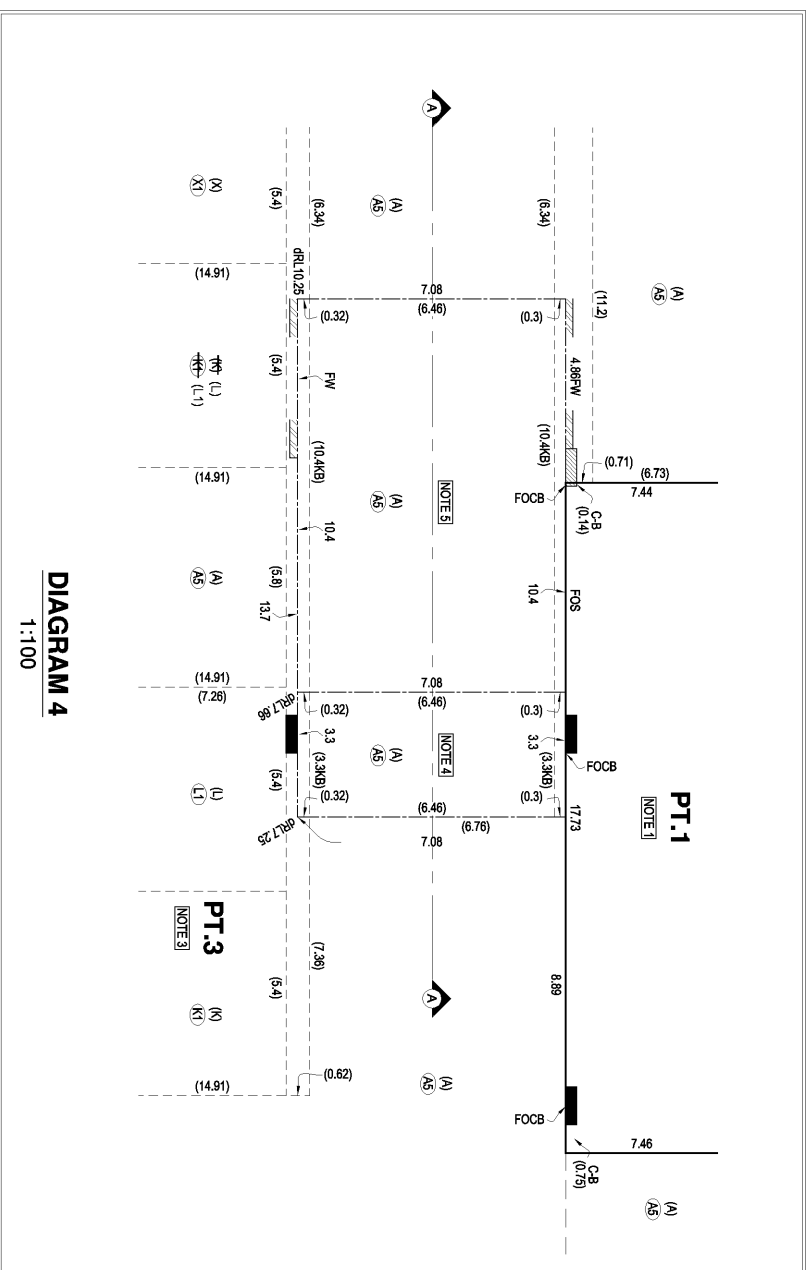
- (A) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
(K) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM)
(L) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM)
(X) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM)
EXISTING EASEMENTS:
(2)P7 EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP247/485)

SCHEDULE OF BOUNDARY LIMITS

- NOTE 1** PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.25 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE
- NOTE 3** PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL7.25 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE
- NOTE 4** PART LOT 3 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL7.25 AND RL7.86 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE
- NOTE 5** PART LOT 3 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL7.86 AND RL10.25 AND LIMITED IN HEIGHT TO THE LOWER STRATUM OR LOT LIMIT OF THE PART LOT ABOVE

SCHEDULE OF EASEMENT LIMITS

- (A5) (K) INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND
(L) (X) LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE



Surveyor:
DAVID BROWNHEAD
Date of Survey: 24/08/2018
Surveyor's Ref: 6514
2018M7100(1199) Additional Sheets

PLAN OF SUBDIVISION OF LOT 1 IN DP1241986

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio 1:100
Lengths are in metres.

REGISTERED

08.02.2019

DP1244592

GROUND FLOOR & ABOVE

PART LOTS 1, 2 AND 3 ARE STRATUM LOTS LIMITED IN DEPTH TO THE HORIZONTAL AND INCLINED PLANES SHOWN ON THIS PLAN AND UNLIMITED IN HEIGHT

NOTES

1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM
- FW denotes FACE OF WALL
- CS denotes CONCRETE SLAB
- WB denotes WALL TO BOUNDARY

denotes STRUTUM LIMIT

denotes EASEMENT LINE

denotes SECTION SEE SHEET 10

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 31°48'20" UNLESS OTHERWISE SHOWN

THE AREA OF LOT 1 AT GROUND FLOOR & ABOVE IS 1860m² (IN 1 PART)
THE AREA OF LOT 2 AT GROUND FLOOR & ABOVE IS 2821m² (IN 1 PART)
THE AREA OF LOT 3 AT GROUND FLOOR & ABOVE IS 4258m² (IN 1 PART)

EASEMENTS CREATED BY THIS PLAN:

- (A) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (B) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (C) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (D) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (E) EASEMENT FOR CONSTRUCTION PURPOSES 6 WIDE & VARIABLE (LIMITED IN STRATUM)
- (F) EASEMENT FOR CONSTRUCTION PURPOSES 4 WIDE & VARIABLE (LIMITED IN STRATUM)
- (G) EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM)
- (H) EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM)
- (I) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (J) RIGHT OF PUBLIC ACCESS 4 WIDE (LIMITED IN STRATUM)
- (K) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

EXISTING EASEMENTS:

- (A) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP247485)
- (B) EASEMENT FOR PUDMOUNT SUBSTATION 8 WIDE (LIMITED IN STRATUM) - DP1250092
- (C) RESTRICTION ON THE USE OF LAND (LIMITED IN STRATUM) - DP1250092

SCHEDULE OF BOUNDARY LIMITS

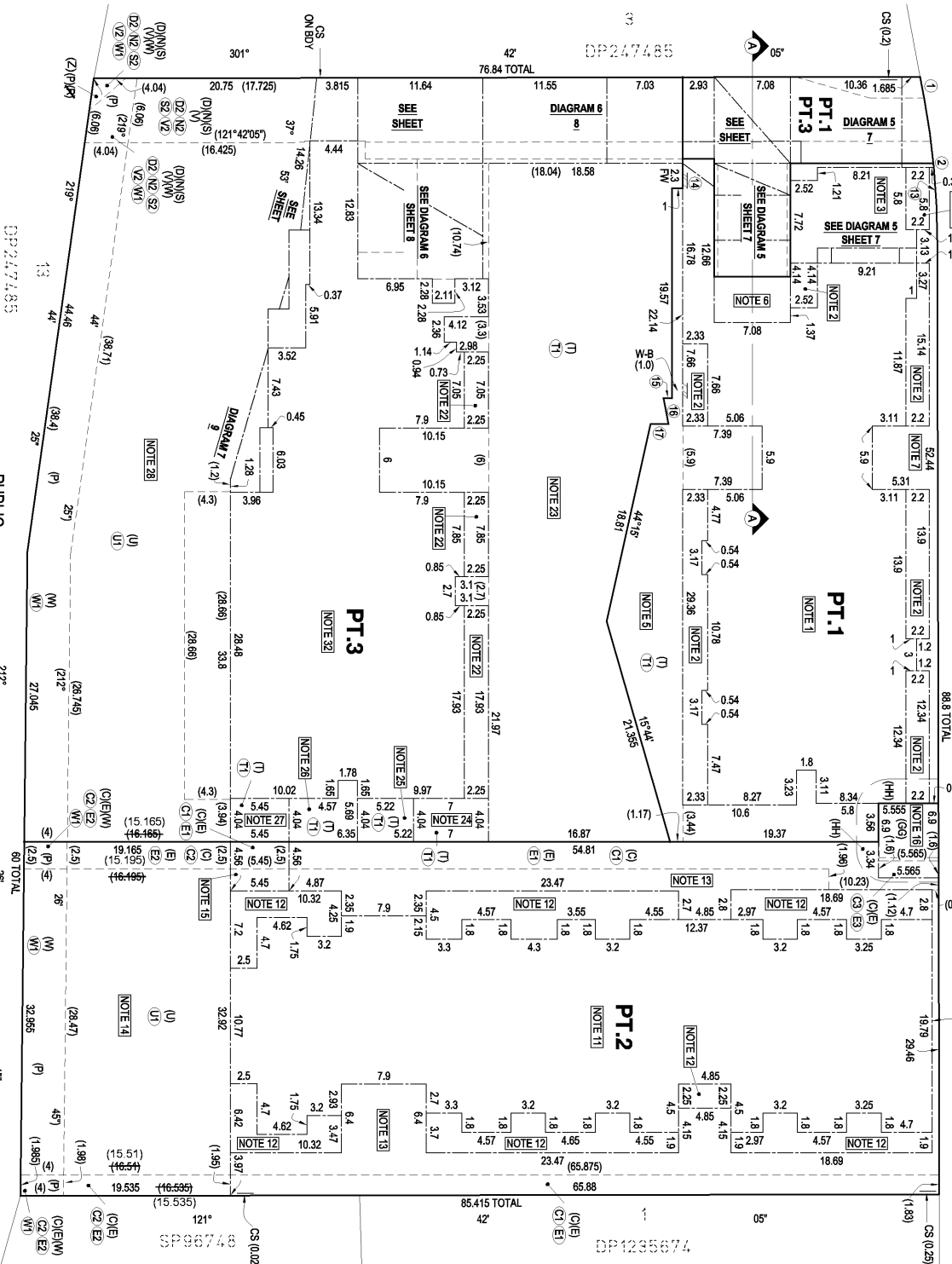
- NOTE 1 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.65 AND UNLIMITED IN HEIGHT
- NOTE 2 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.55 AND UNLIMITED IN HEIGHT
- NOTE 3 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.55 AND UNLIMITED IN HEIGHT
- NOTE 4 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.25 AND UNLIMITED IN HEIGHT
- NOTE 5 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.4 AND UNLIMITED IN HEIGHT
- NOTE 6 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.45 AND UNLIMITED IN HEIGHT
- NOTE 7 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.45 AND UNLIMITED IN HEIGHT
- NOTE 8 PART LOT 2 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.75 AND UNLIMITED IN HEIGHT
- NOTE 9 PART LOT 2 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.75 AND UNLIMITED IN HEIGHT
- NOTE 10 PART LOT 2 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 11 PART LOT 2 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 12 PART LOT 2 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 13 PART LOT 2 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 14 PART LOT 2 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 15 PART LOT 2 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.4 AND UNLIMITED IN HEIGHT
- NOTE 16 PART LOT 2 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 9.8 AND UNLIMITED IN HEIGHT
- NOTE 17 PART LOT 2 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.45 AND UNLIMITED IN HEIGHT
- NOTE 18 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.55 AND UNLIMITED IN HEIGHT
- NOTE 19 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.45 AND UNLIMITED IN HEIGHT
- NOTE 20 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.9 AND UNLIMITED IN HEIGHT
- NOTE 21 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 22 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 23 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 24 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 25 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 26 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 27 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 28 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 29 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT
- NOTE 30 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 10.65 AND UNLIMITED IN HEIGHT

SCHEDULE OF SHORT/CURVED LINES				
#	Bearing	Distance	Radius	Arc
1	21°14'05"	2	72.94	13.326
2	26°28'05"	13.305	72.94	6.78
3	29°02'20"	6.78	72.94	6.78
14	158°06'	3.635		
15	121°48'20"	0.81		
16	20°24'	2.43		
17	121°48'20"	1.7		

SHEPHERD

- (C) (E) INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO 3.0 METRES ABOVE THIS PLANE
- (T) INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO 5.0 METRES ABOVE THIS PLANE
- (S) (U) INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO 5.0 METRES ABOVE THIS PLANE
- (V) (W) INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO 5.0 METRES ABOVE THIS PLANE
- (C) (E) INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO 3.7 METRES ABOVE THIS PLANE

SCHEDULE OF EASEMENT LIMITS



STREET

Surveyor:
DAVID BROWNHEAD
Date of Survey: 24/08/2018
Surveyor's Ref: 6514
2018W/100/1195/ Additional Sheets

PLAN OF SUBDIVISION OF LOT 1 IN DP1241988

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:300
Lengths are in metres.

REGISTERED
08.02.2019

DP1244592

GROUND FLOOR & ABOVE (CONT.)

PART LOTS 1 AND 3 ARE STRATUM LOTS LIMITED IN DEPTH TO THE HORIZONTAL AND INCLINED PLANES SHOWN ON THIS PLAN AND UNLIMITED IN HEIGHT

NOTES

1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM
2. SEE SHEET 6 FOR LOT AREAS OF GROUND FLOOR & ABOVE

BdRL denotes DEPTH RL OF LOT BOUNDARY
dFL denotes DEPTH RL OF STRATUM LIMIT
FW denotes FACE OF CONCRETE KERB
Y denotes PT.3 BELOW & PT.1 ABOVE

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 31°48'20" UNLESS OTHERWISE SHOWN

denotes EASEMENT DIMENSIONS AS SHOWN IN SCHEDULE OF SHORT & CURVED LINES

denotes STRATUM LIMIT

denotes EASEMENT LINE

denotes SECTION SEE SHEET 10

EASEMENTS CREATED BY THIS PLAN:

- (A) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (D) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (G) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
- (N) EASEMENT FOR CONSTRUCTION PURPOSES 6 WIDE & VARIABLE (LIMITED IN STRATUM)
- (R) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
- (S) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (T) EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM)
- (V) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

SCHEDULE OF BOUNDARY LIMITS

- NOTE 1 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL11.65 AND UNLIMITED IN HEIGHT
- NOTE 2 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL11.55 AND UNLIMITED IN HEIGHT
- NOTE 3 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL11.35 AND UNLIMITED IN HEIGHT
- NOTE 4 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL11.25 AND UNLIMITED IN HEIGHT
- NOTE 5 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL11.4 AND UNLIMITED IN HEIGHT
- NOTE 6 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL14.0 AND UNLIMITED IN HEIGHT
- NOTE 7 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL11.45 AND UNLIMITED IN HEIGHT
- NOTE 8 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL11.05 AND UNLIMITED IN HEIGHT
- NOTE 9 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL11.9 AND UNLIMITED IN HEIGHT
- NOTE 10 PART LOT 1 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT
- NOTE 11 PART LOT 1 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT
- NOTE 12 PART LOT 1 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT
- NOTE 13 PART LOT 1 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT
- NOTE 14 PART LOT 1 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT
- NOTE 15 PART LOT 1 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT
- NOTE 16 PART LOT 1 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT
- NOTE 17 PART LOT 1 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT
- NOTE 18 PART LOT 1 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT
- NOTE 19 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL11.05 AND UNLIMITED IN HEIGHT
- NOTE 20 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL14.0 AND UNLIMITED IN HEIGHT
- NOTE 21 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL10.75 AND UNLIMITED IN HEIGHT
- NOTE 22 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL14.0 AND UNLIMITED IN HEIGHT
- NOTE 23 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL11.4 AND UNLIMITED IN HEIGHT
- NOTE 24 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL11.4 AND UNLIMITED IN HEIGHT

#	Bearing	Distance	Radius	Arc
1	21°14'05"	2	72.94	13.325
2	26°28'05"	13.305	72.94	6.17
12	23°39'35"	6.17	72.94	6.17
13	29°02'20"	6.78	72.94	6.78
14	158°05'	3.635	72.94	4.085
15E	(22°50'20")	4.08	72.94	2.09
19E	(25°15'45")	0.37	72.94	0.37
21	28°13'45"	1.805	72.94	0.37
22	121°42'05"	2.73		
23	170°26'			

SCHEDULE OF EASEMENT LIMITS

INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE

(A) D1 INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE

SHEPHERD STREET

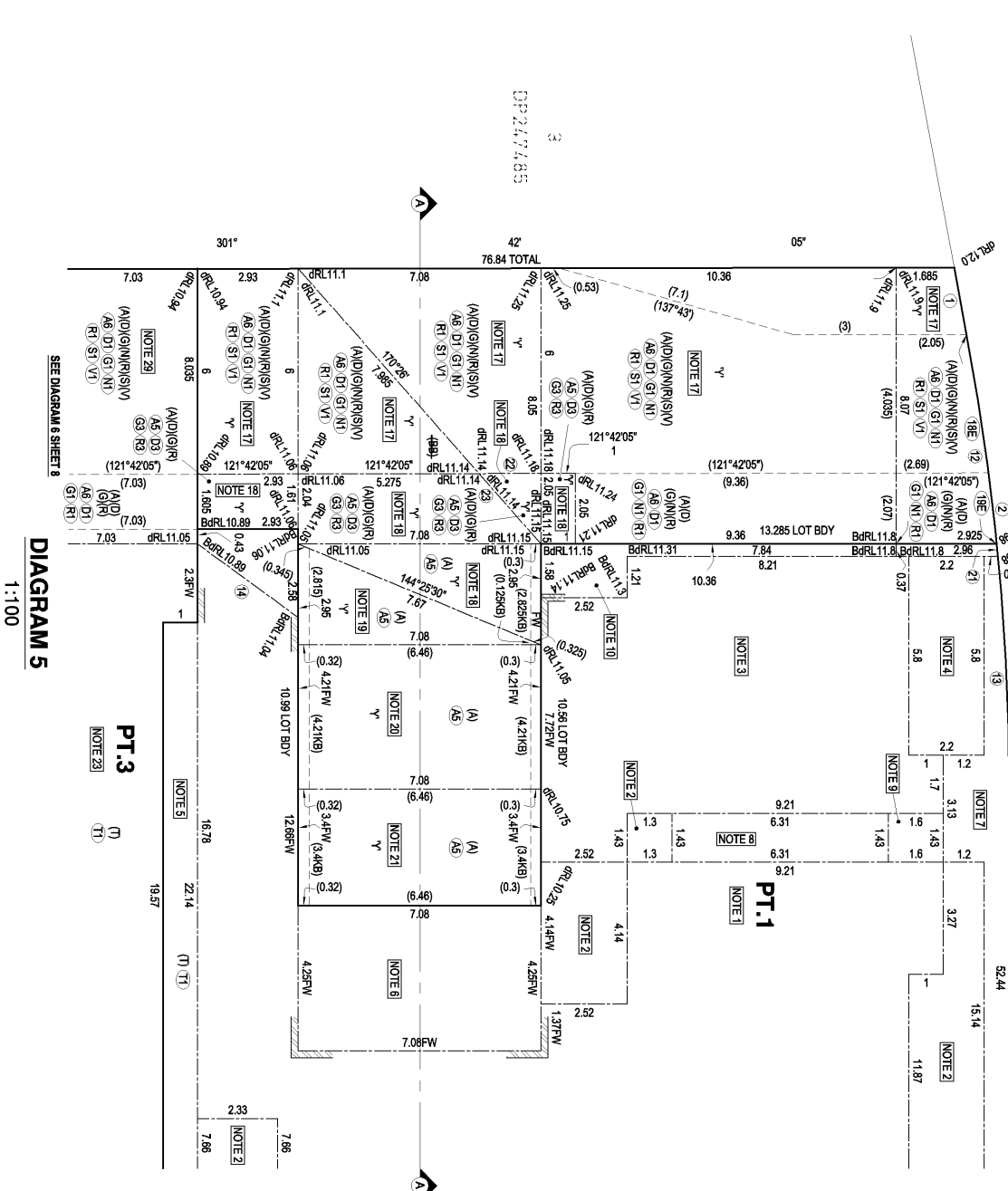


DIAGRAM 5
1:100

Surveyor:
DAVID BROWNHEAD
Date of Survey: 24/08/2018
Surveyor's Ref: 2018W7100(1199) Additional Sheets

PLAN OF SUBDIVISION OF LOT 1 IN DP1244592

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:100
Lengths are in metres.

REGISTERED
08.02.2019

DP1244592

GROUND FLOOR & ABOVE (CONT.)

PART LOT 1 AND 3 ARE STRATUM LOTS LIMITED IN DEPTH TO THE HORIZONTAL AND INCLINED PLANES SHOWN ON THIS PLAN AND UNLIMITED IN HEIGHT

NOTES

1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM
2. SEE SHEET 6 FOR LOT AREAS OF GROUND FLOOR & ABOVE

BdRL denotes DEPTH RL OF LOT BOUNDARY

dRL denotes DEPTH RL OF STRATUM LIMIT

FV denotes FACE OF WALL

Y denotes PT.3 BELOW & PT.1 ABOVE

--- denotes STRATUM LIMIT

--- denotes EASEMENT LINE

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 31°48'20" UNLESS OTHERWISE SHOWN

SCHEDULE OF SHORTCUTTED LINES				
#	Bearing	Distance	Radius	Arc
14	158° 05'	3.635		
20E	(158° 05')	3.322		

EASEMENTS CREATED BY THIS PLAN:

- RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
- RIGHT TO USE WASTE HOIST VARIABLE WIDTH (LIMITED IN STRATUM)
- RIGHT TO USE CARWASH AND SERVICE BAY VARIABLE WIDTH (LIMITED IN STRATUM)
- EASEMENT FOR CONSTRUCTION PURPOSES 6 WIDE & VARIABLE (LIMITED IN STRATUM)
- EASEMENT FOR WASTE STORAGE BAY 2.5 WIDE (LIMITED IN STRATUM)
- EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
- RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM)
- RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

SCHEDULE OF BOUNDARY LIMITS

NOTE 1 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.65 AND UNLIMITED IN HEIGHT

NOTE 5 PART LOT 1 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.4 AND UNLIMITED IN HEIGHT

NOTE 17 PART LOT 3 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 10.0. PART LOT 1 EXISTS ABOVE THE HORIZONTAL PLANE AT RL 10.0 AND IS UNLIMITED IN HEIGHT

NOTE 18 PART LOT 3 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 14.0. PART LOT 1 EXISTS ABOVE THE HORIZONTAL PLANE AT RL 14.0 AND IS UNLIMITED IN HEIGHT

NOTE 22 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.55 AND UNLIMITED IN HEIGHT

NOTE 23 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.4 AND UNLIMITED IN HEIGHT

NOTE 29 PART LOT 3 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RLS SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT

NOTE 30 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 9.8 AND UNLIMITED IN HEIGHT

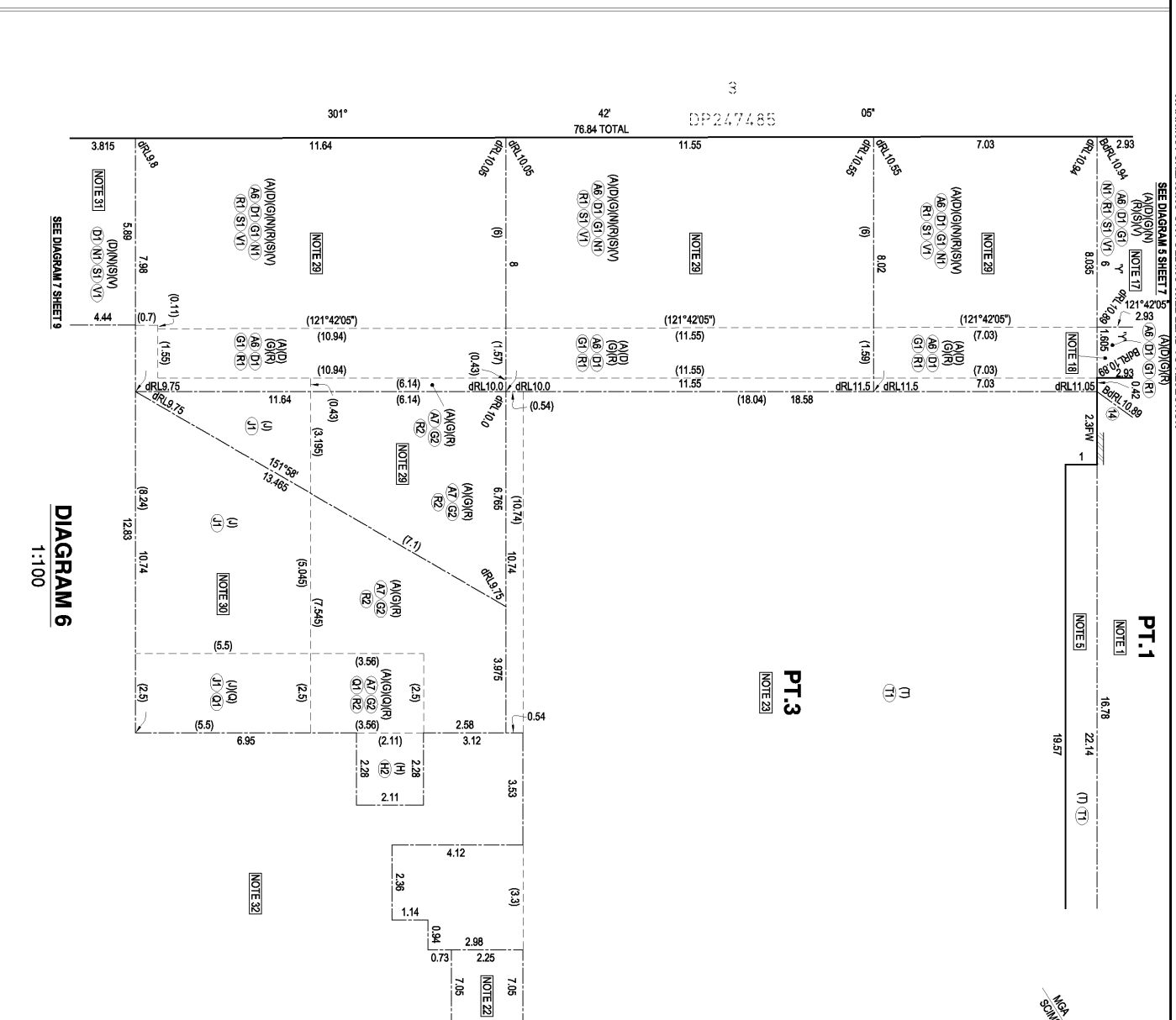
NOTE 31 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 9.7 AND UNLIMITED IN HEIGHT

NOTE 32 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.65 AND UNLIMITED IN HEIGHT

SCHEDULE OF EASEMENT LIMITS

A6 (D) INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM
G1 (N) OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND
R1 (S) LIMITED IN HEIGHT TO 3.0 METRES ABOVE THIS PLANE
T1 (V)

A7 (G2) INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM
H2 (J) OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND
Q1 (R2) LIMITED IN HEIGHT TO 2.5 METRES ABOVE THIS PLANE



SEE DIAGRAM 7 SHEET 9

DIAGRAM 6

1:100

Surveyor:
DAVID BROWNHEAD
Date of Survey: 24/08/2018
Surveyor's Ref: 6514
2018W/100/1195/ Additional Sheets

PLAN OF SUBDIVISION OF LOT 1 IN DP1241986

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:100
Lengths are in metres.

REGISTERED

08.02.2019

DP1244592

PART LOT 3 IS A STRATUM LOT LIMITED IN DEPTH TO THE HORIZONTAL AND INCLINED PLANES SHOWN ON THIS PLAN AND UNLIMITED IN HEIGHT

1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM
2. SEE SHEET 6 FOR LOT AREAS OF GROUND FLOOR & ABOVE

dRL denotes **DEPTH RL OF STRATUM LIMIT**

denotes STRATUM LIMIT
denotes EASEMENT LINE

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR
TO 31°48'20" UNLESS OTHERWISE SHOWN

- (A) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (B) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (C) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
- (D) RIGHT TO USE CARWASH AND SERVICE BAY VARIABLE WIDTH (LIMITED IN STRATUM)
- (E) EASEMENT FOR CONSTRUCTION PURPOSES 6 WIDE & VARIABLE (LIMITED IN STRATUM)
- (F) EASEMENT FOR WASTE STORAGE BAY 2.5 WIDE (LIMITED IN STRATUM)
- (G) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
- (H) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
- (I) EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM)
- (J) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

NOTE 22
PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL11.55 AND UNLIMITED IN HEIGHT

NOTE 27
PART LOT 3 IS LIMITED IN DEPTH TO 10 FEET AND UNLIMITED IN HEIGHT TO 10 FEET.

NOTE 28
PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL8.5 AND UNLIMITED IN HEIGHT

NOTE 29 PART LOT 3 IS LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN AND UNLIMITED IN HEIGHT

NOTE 30 PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL.9.8 AND UNLIMITED IN HEIGHT

NOTE 31
PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL9.7 AND UNLIMITED IN HEIGHT

NOTE 32
PART LOT 3 IS LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.65 AND UNLIMITED IN HEIGHT

INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM
OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND
LIMITED IN HEIGHT TO 3.0 METRES ABOVE THIS PLANE

 LIMITED IN HEIGHT TO 3.0 METRES ABOVE THIS PLANE

(C2) (D2) INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM
(N2) (S2) OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND

U1 V2 LIMITED IN HEIGHT TO 5.0 METRES ABOVE THIS PLANE

INDICATES EASEMENT LIMITED IN DEPTH TO THE LOWER STRATUM
OR LOT LIMIT OF THE RESPECTIVE AFFECTED PART LOT AND
LIMITED IN HEIGHT TO 2.5 METRES ABOVE THIS PLANE



DP1244592

NOTES

1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM

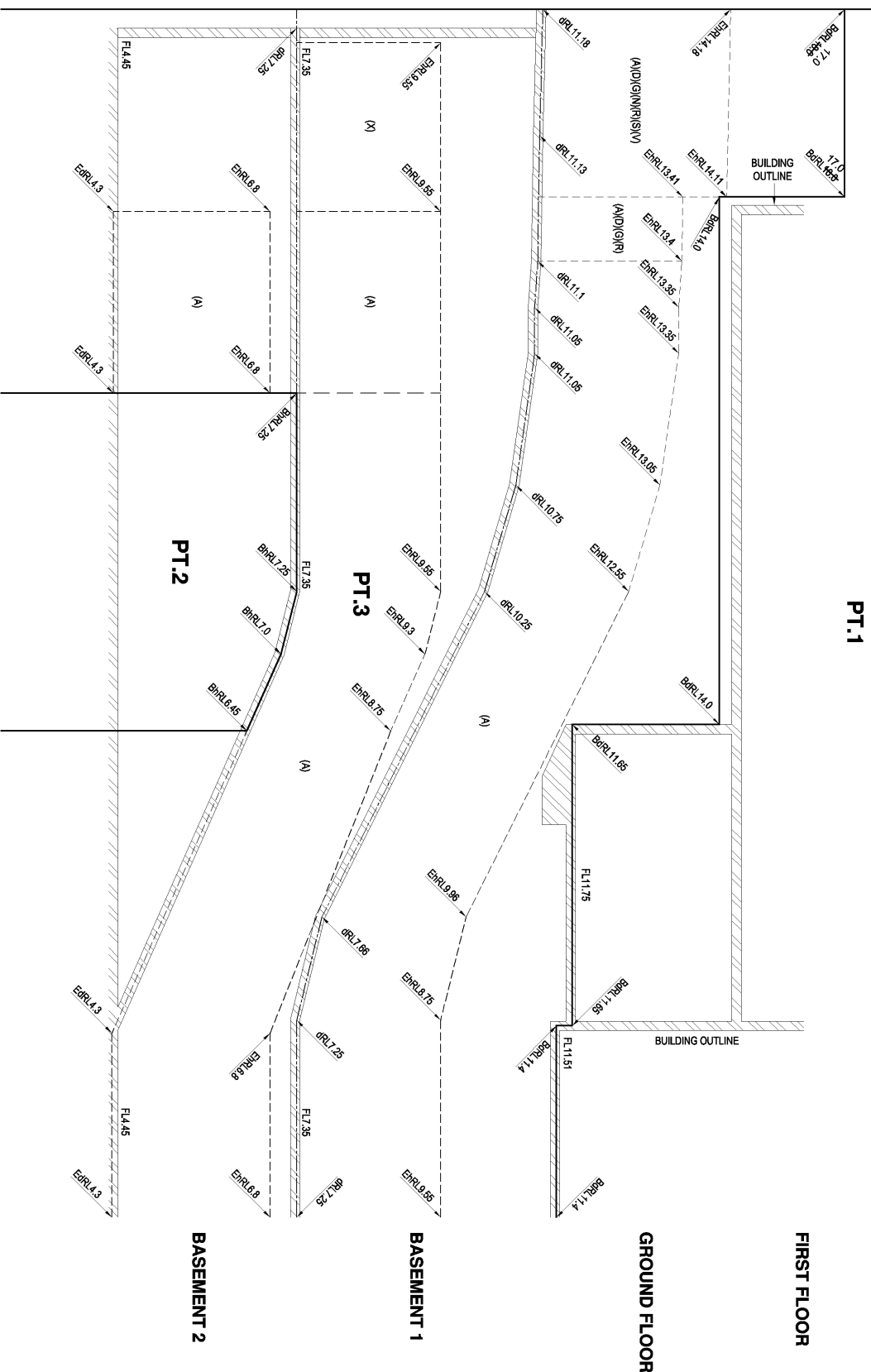
dRL denotes DEPTH RL OF STRATUM LIMIT
 BdRL denotes DEPTH RL OF LOT BOUNDARY
 BHLR denotes HEIGHT RL OF LOT BOUNDARY
 EdRL denotes DEPTH RL OF EASEMENT LIMIT
 EHLR denotes HEIGHT RL OF EASEMENT LIMIT
 FL denotes FLOOR LEVEL

--- denotes STRATUM LIMIT
 - - - - - denotes EASEMENT LINE

EASEMENTS CREATED BY THIS PLAN:

- (A) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
 (D) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
 (G) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
 (N) EASEMENT FOR CONSTRUCTION PURPOSES 6 WIDE & VARIABLE (LIMITED IN STRATUM)
 (R) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM)
 (S) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
 (V) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)
 (X) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM)

HORIZONTAL AND/OR INCLINED PLANE LIMITATIONS THAT DEFINE THE UPPER OR LOWER LIMIT OF PART OF A LOT ON A SPECIFIC LEVEL DO NOT DEFINE A BOUNDARY WHERE THE SAME LOT EXISTS ABOVE OR BELOW THE NOMINATED LIMITATION



SECTION A-A

SCALE 1:100 HOR 1:50 VER

Surveyor:
DAVID BROWNHEAD
Date of Survey: 24/08/2018
Surveyor's Ref: 6514
2018M7100(1199) Additional Sheets

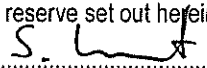
PLAN OF SUBDIVISION OF LOT 1 IN DP1241986

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio AS SHOWN
Lengths are in metres.

REGISTERED

08.02.2019

DP1244592

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
Office Use Only Registered:  08.02.2019 Title System: TORRENS			Office Use Only DP1244592		
PLAN OF SUBDIVISION OF LOT 1 IN DP 1241988			LGA: LIVERPOOL Locality: LIVERPOOL Parish: ST LUKE County: CUMBERLAND		
Survey Certificate I, DAVID BROMHEAD of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 24-08-2018 *(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 1/11/2018 Surveyor Identification No: 579 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.			Crown Lands NSW/Western Lands Office Approval I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, STEPHEN MONTE *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: LIVERPOOL CITY COUNCIL Date of endorsement: 12/11/2018 Subdivision Certificate number: SC-144/2018 File number: DA-428/2018 *Strike through if inapplicable.		
Plans used in the preparation of survey/compilation: DP1241988			Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.		
Surveyor's Reference: 6514			Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:  08.02.2019

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1 IN DP 1241988

DP1244592

Subdivision Certificate number: SC-144/2018

Date of Endorsement: 12-11-2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	28	Shepherd	Street	Liverpool
2	26	Shepherd	Street	Liverpool
3	30	Shepherd	Street	Liverpool

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- 1) EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)
- 2) EASEMENT FOR SERVICES (WHOLE OF LOT)
- 3) EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)
- 4) EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT)
- 5) EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)
- 6) POSITIVE COVENANT (STORMWATER TREATMENT SYSTEM)
- 7) POSITIVE COVENANT (PUMP OUT SYSTEM)
- 8) POSITIVE COVENANT (WASTE CHUTES AND WASTE COMPACTORS)
- 9) RESTRICTION ON USE (GREEN WASTE BINS)
- 10) POSITIVE COVENANT (WASTE MANAGEMENT)
- 11) RESTRICTION ON USE (HANGING OF WASHING)
- 12) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (A)
- 13) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (B)
- 14) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C)
- 15) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D)
- 16) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (E)
- 17) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (F)
- 18) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (G)
- 19) RIGHT TO USE WASTE HOIST VARIABLE WIDTH (LIMITED IN STRATUM) (H)
- 20) RIGHT TO USE CARWASH AND SERVICE BAY VARIABLE WIDTH (LIMITED IN STRATUM) (J)
- 21) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (K)
- 22) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (L)
- 23) EASEMENT TO ACCESS WASTE HOIST VARIABLE WIDTH (LIMITED IN STRATUM) (M)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6514

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:  08.02.2019

PLAN OF SUBDIVISION OF LOT 1 IN DP 1241988

DP1244592

Subdivision Certificate number: SC-144/2018

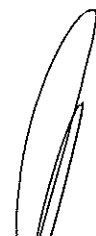
Date of Endorsement: 12-11-2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

- 24) EASEMENT FOR CONSTRUCTION PURPOSES 6 WIDE & VARIABLE (LIMITED IN STRATUM) (N)
- 25) EASEMENT FOR CONSTRUCTION PURPOSES 4 WIDE (LIMITED IN STRATUM) (P)
- 26) EASEMENT FOR WASTE STORAGE BAY 2.5 WIDE (LIMITED IN STRATUM) (Q)
- 27) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (R)
- 28) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (S)
- 29) EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) (T)
- 30) EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) (U)
- 31) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (V)
- 32) EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)
- 33) EASEMENT FOR CONSTRUCTION (WHOLE OF LOT)
- 34) EASEMENT FOR CONSTRUCTION (WHOLE OF LOT)
- 35) RIGHT OF PUBLIC ACCESS 4 WIDE (LIMITED IN STRATUM) (W)
- 36) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (X)

EXECUTED by)
Coronation (26 Shepherd St) Pty Ltd)
ACN 600 861 907)
in accordance with s127 of)
the Corporations Act 2001)


Joseph Nahas
Sole Director/Secretary

EXECUTED by)
Coronation (28 Shepherd St) Pty Ltd)
ACN 600 861 907)
in accordance with s127 of)
the Corporations Act 2001)


Joseph Nahas
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6514

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of ⁵4 sheet(s)

Registered:  08.02.2019

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1 IN DP 1241988

DP1244592

Subdivision Certificate number: SC-144/2018
Date of Endorsement: 12-11-2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Consent of Mortgagee

EXECUTED by Gresham Property Funds
Management Limited (ACN 092 191 270) in
accordance with section 127 of the Corporations Act:

Signature of Director

Ami Simon

Name of Director (block letters)

Signature of Director/Secretary

MICHAEL BRUCE BURLEY

Name of Director/Secretary (block letters)

on behalf of
EXECUTED by Irene Paris Camillo in the presence of

*by John Landerer under
power of Attorney BK. 4679 No. 850*

Signature of Witness

Name of Witness

Address of Witness

Signature of Irene Paris Camillo

John Landerer

*I certify I am an eligible
witness and that John Landerer
signed in my presence.*

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6514

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:



08.02.2019

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 1 IN DP 1241988

DP1244592

Subdivision Certificate number: SC-144/2018

Date of Endorsement: 12.11.2018

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Consent of Mortgagee AN818427

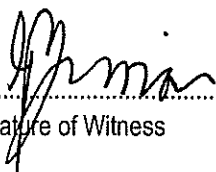
EXECUTED by FCCD (Australia)

Nominee Pty Limited (ACN 134 182 657)

Under registered power of attorney Book 4558

No 579 dated 31 December 2008 in the

presence of



Signature of Witness

GEOFFREY ZIMAN

Name of Witness

'GATEWAY' 1 MACQUARIE PLACE, SYDNEY

Address of Witness



Signature of Attorney

DAVID KELLEHER

Name of Attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6514

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 1 of 95 sheets)

Plan: DP1244592 (E)

Plan of subdivision of lot 1 in DP1241988
 covered by Subdivision Certificate No
SC-144/2018 of 12-11-2018

**Full name and
 address of the
 owner of the
 land:**

Coronation (28 Shepherd Street) Pty Ltd
 Coronation (26 Shepherd Street) Pty Ltd
 Level 2, 66 Wentworth Avenue
 SURRY HILLS NSW 2010

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF LOT)	1 2 3	2 and 3 1 and 3 1 and 2
2	EASEMENT FOR SERVICES (WHOLE OF LOT)	1 2 3	2 and 3 1 and 3 1 and 2
3	EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)	1 2 3	2 and 3 1 and 3 1 and 2
4	EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT)	1 2 3	2 and 3 1 and 3 1 and 2
5	EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT)	1 2 3	2 and 3 1 and 3 1 and 2
6	POSITIVE COVENANT (STORMWATER TREATMENT SYSTEM)	1, 2 and 3	Liverpool City Council
7	POSITIVE COVENANT (PUMP OUT SYSTEM)	1, 2 and 3	Liverpool City Council

S. [Signature]
 Council Authorised Delegate

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 2 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
 covered by Subdivision Certificate No
 SC-144/2018 of 12-11-2018

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
8	POSITIVE COVENANT (WASTE CHUTES AND WASTE COMPACTORS)	1, 2 and 3	Liverpool City Council
9	RESTRICTION ON USE (GREEN WASTE BINS)	1, 2 and 3	Liverpool City Council
10	POSITIVE COVENANT (WASTE MANAGEMENT)	1, 2 and 3	Liverpool City Council
11	RESTRICTION ON USE (HANGING OF WASHING)	1, 2 and 3	Liverpool City Council
12	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (A)	3	1 and 2
13	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (B)	3	1
14	RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C)	2	Liverpool City Council
15	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (D)	3	3/247485 4/247485
16	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (E)	2	1 and 3
17	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (F)	3	2
18	EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (G)	3	Liverpool City Council


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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 3 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No
SC-144/2018 of 12-11-2018

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
19	RIGHT TO USE WASTE HOIST VARIABLE WIDTH (LIMITED IN STRATUM) (H)	3	1 and 2
20	RIGHT TO USE CARWASH AND SERVICE BAY VARIABLE WIDTH (LIMITED IN STRATUM) (J)	3	1 and 2
21	EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (K)	3	1 and 2
22	EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (L)	3	1 and 2
23	EASEMENT TO ACCESS WASTE HOIST VARIABLE WIDTH (LIMITED IN STRATUM) (M)	3	1 and 2
24	EASEMENT FOR CONSTRUCTION PURPOSES 6 WIDE & VARIABLE (LIMITED IN STRATUM) (N)	~~1, 2~~ and 3	3/247485 4/247485
25	EASEMENT FOR CONSTRUCTION PURPOSES 4 WIDE (P)	2 and 3	3/247485 4/247485 and 1/1235674
26	EASEMENT FOR WASTE STORAGE BAY 2.5 WIDE (LIMITED IN STRATUM) (Q)	3	1 and 2
27	EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (R)	3	1 and 2
28	RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (S)	3	Liverpool City Council

S. L. J.
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Council Authorised Delegate

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
 covered by Subdivision Certificate No
SC-144/2018 of 12-11-2018

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
29	EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) (T)	1 3	2 and 3 1 and 2
30	EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) (U)	2 3	1 and 3 1 and 2
31	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (V)	3	1 and 2
32	EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT)	1 2 3	2 and 3 1 and 3 1 and 2
33	EASEMENT FOR CONSTRUCTION (WHOLE OF LOT)	1 2 3	2 and 3 1 and 3 1 and 2
34	EASEMENT FOR CONSTRUCTION (WHOLE OF LOT)	1, 2 and 3	3/247485 4/247485
35	RIGHT OF PUBLIC ACCESS 4 WIDE (LIMITED IN STRATUM) (W)	2 and 3	Liverpool City Council
36	EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (X)	3	1 and 2


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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
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SC-144/2018 of 12-11-2018

PART 2 (Terms)

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this instrument, unless the context clearly indicates otherwise:

Authorised Person means every person authorised by the owner of a Benefited lot for the purposes of an easement, positive covenant or restriction on the use of land created by this instrument. Subject to the terms of the relevant easement, positive covenant or restriction on the use of land, as the case may be, an Authorised Person includes:

- (a) for the purposes of any easement, positive covenant or restriction on the use of land that relates to a Facility, persons permitted by the Management Statement, or any Rules made under the Management Statement, to access or use the particular Facility; and
- (b) for the purposes of all other easements, positive covenants and restrictions on the use of land, the tenants, lessees, sub-lessees, employees, agents, contractors, licensees and invitees of the owner of the Benefited lot.

Authority means any national, state or local government, semi-government, quasi-government or other judicial body or relevant authority and includes without limitation, Council.

Building means the building constructed within lots 1 to 3 inclusive in the Plan.

Building Works means the works undertaken in accordance with the development consents evidence by issued by the Council under reference number DA-82/2017 and DA-612/2017.


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Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
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Committee means the building management committee constituted in accordance with the Management Statement.

Council means Liverpool City Council.

Development Approval means the notice of determination of a development application issued by the Council under reference number DA-82/2017.

Emergency means any emergency situation, including one that involves a risk to a person's health or safety.

Emergency Equipment includes fire extinguishers, fire hoses and any other available equipment designed for similar use.

Equipment means materials, tools, implements, machinery and vehicles including cranes.

Facility has the meaning given to it in the Management Statement.

Fire Services means all pipes, fittings, connections, junctions, pits, tanks, pumps, meters, valves, cables, wires, controllers and any other ancillary infrastructure, apparatus, plant and equipment required to be accessed and used in an Emergency.

Foundry Development Consent means:

- (a) the development consent evidenced DA 471/2017 issued by Council; or
- (b) any other development consent issued by Council in relation to folio identifiers 3/247485 and 4/247485 where that development consent was applied for by:
 - (i) Coronation (33 Shepherd Street) Pty Ltd ACN 601 903 682; or



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Council Authorised Delegate

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No
SC-144/2018 of 12-11-2018

- (ii) a related body corporate, as that term is defined in the *Corporations Act 2001 (Cth)*, to Coronation (33 Shepherd Street) Pty Ltd ACN 601 903 682; or
- (iii) by a consultant on behalf of Coronation (33 Shepherd Street) Pty Ltd ACN 601 903 682.

Foundry Development Works means the development and construction works to be undertaken by the owner of the Benefited lot or a person authorised by the Benefited lot, including its contractor, as contemplated in the Foundry Development Consent, and includes all ancillary works.

Foundry Proportion means the percentage of the total costs incurred by the Committee to undertake the tasks referred to in **clause 16.6(b)** determined by Strata Surv or another appropriately qualified consultant in accordance with **clause 16.6(a)**

Improvements means all improvements, structures and fixtures constructed, erected or installed at any time, including, any walls, support columns, slabs, foundations and footings.

Last Registration Date means the date that is the later of:

- (a) the date that lot 1 in the Plan is subdivided by a strata plan;
- (b) the date that lot 2 in the Plan is subdivided by a strata plan; and
- (c) the date that lot 3 in the Plan is subdivided by a strata plan.

Laws means:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and
- (b) certificates, licences, consents, permits, approvals and requirements of any Authority or organisations having jurisdiction over Works.

S. [Signature]

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Council Authorised Delegate

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
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Maintain includes:

- (a) keep clean and tidy;
- (b) maintain in good and serviceable condition;
- (c) maintain in structurally sound condition;
- (d) repair as necessary; and
- (e) replace as necessary.

Management Statement means the strata management statement, or building management statement, as the case may be, in force in respect of the Building.

Occupation Certificate means a certificate referred to in section 6.4(c) of the *Environmental Planning and Assessment Act 1979 (NSW)*.

Plan means the plan registered with this instrument.

River Works means the riverbank works to be undertaken in accordance with the Voluntary Planning Agreement.

Rules has the meaning given to it in the Management Statement.

Schedule of Facilities has the meaning given to it in the Management Statement.

Schedule of Works means, in relation to any Works, a document containing:

- (a) a specification of the relevant Works;
- (b) a programme of the Works; and
- (c) a statement indicating the likely impact of the Works on the parties to an easement.

Service means any service in the Building including:

S. L. T.

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Council Authorised Delegate

[Signature]

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Plan: **DP1244592**

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- (a) water supply;
- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a high speed internet service;
- (g) a digital transmission service;
- (h) a radio service;
- (i) a television service;
- (j) any service received and dispersed by a Special Receiving Facility;
- (k) a system for the removal and passage of sewage;
- (l) a system for the removal and passage of trade waste;
- (m) a system for the passage of water;
- (n) a mechanical ventilation system;
- (o) a fire safety or control system;
- (p) hydraulic services;
- (q) a security system;
- (r) escalators;
- (s) lifts;


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Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No
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- (t) closed circuit television video and audio services; and
- (u) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated, and that are:

- (a) situated in a Burdened lot at the Last Registration Date; or
- (b) subsequently installed or constructed in accordance with a right in this instrument.

Special Receiving Facility means a facility for receiving and dispersing signals in connection with free to air television, pay television and other forms of service and any associated equipment.

Vehicle includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Voluntary Planning Agreement means the voluntary planning agreement executed by Shepherd Street Developments Pty Ltd, Coronation (33 Shepherd Street) Pty Ltd, Coronation (28 Shepherd Street) Pty Ltd, Coronation (26 Shepherd Street) Pty Ltd, Shepherd Property Nominee Pty Ltd and the Council pursuant to the Development Approval.

Works includes inspecting, testing, cleaning, servicing, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

1.2 References to certain terms


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Council Authorised Delegate

ePlan

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No
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In this instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words **at any time** mean at any time and from time to time;
- (d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (g) a reference to a corporation includes its successors and permitted assigns;
- (h) a reference to a document is a reference to a document of any kind, including a plan;
- (i) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- (j) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

S. [Signature]

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Council Authorised Delegate

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

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- (k) a reference to a time is to that time in Sydney;
- (l) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa;
- (p) words importing one gender include all other genders; and
- (q) a reference to a **Burdened lot** or a **Benefited lot** includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

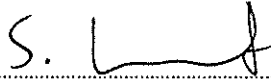
1.3 Complying with the Management Statement

For each easement, positive covenant and restriction on the use of land in this instrument, each owner of a Benefited lot must take all reasonable steps to ensure that its Authorised Persons:

- (a) comply with the terms of this instrument when exercising rights or complying with obligations under this instrument; and
- (b) comply with the Management Statement, where applicable.

1.4 Positive covenants and maintenance requirements

A requirement in an easement that an owner of a Benefited lot or an owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an


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Council Authorised Delegate

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

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easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the *Conveyancing Act 1919 (NSW)* and is therefore intended to create a positive covenant under that section.

1.5 Section 106 of the Strata Schemes Development Act 2015

If section 106 of the *Strata Schemes Development Act 2015 (NSW)* operates to create rights and obligations in connection with any easement in this instrument, then the rights and obligations created under section 106 are varied or negated to the extent that such rights and obligations are inconsistent with the rights and obligations provided for in the easement and the terms of the relevant easement prevail.

1.6 Release and indemnity

- (a) The owner of a Benefited lot and Authorised Persons release and indemnify the owner of a Burdened lot from and against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the Burdened lot arising from or in consequence of the exercise by the owner of the Benefited lot and Authorised Persons of their rights under the easement and compliance by the owner of the Benefited lot and Authorised Persons with any obligations under the easement, including:
- (i) loss or damage to the property of the owner or any occupier of the Burdened lot, except fair wear and tear;
 - (ii) loss, damage, expense or liability in respect of any other property; and
 - (iii) loss, expense or liability in respect of personal injury, disease, illness or death.
- (b) This clause 1.6 applies to each easement in this instrument, except the following easements:



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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
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- (i) RIGHT OF PUBLIC ACCESS 6 WIDE AND VARIABLE (LIMITED IN STRATUM) (C) numbered 14 in the Plan;
 - (ii) EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (G) numbered 18 in the Plan;
 - (iii) RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (S) numbered 28 in the Plan; and
 - (iv) RIGHT OF PUBLIC ACCESS 4 WIDE (LIMITED IN STRATUM) (W) numbered 35 in the Plan.
- (c) The relevant release and indemnity under **clause 1.6(a)** will be reduced proportionately to the extent that the damage, expense, loss or liability arises from a negligent act or omission of the owner of the Burdened lot or its officers, employees, contractors or agents.

2 Terms of EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOT) numbered 1 in the Plan

2.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:

- (a) have Improvements within the Benefited lot which require support, supported vertically, horizontally, and in any other plane by Improvements on a Burdened lot which are capable of affording support to the Benefited lot (**Structural Improvements**);
- (b) require that the Structural Improvements remain on a Burdened lot at all times;
- (c) enjoy continued shelter by Improvements within a Burdened lot capable of providing shelter to the Benefited lot (**Sheltering Improvements**); and



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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: DP1244592

Plan of subdivision of lot 1 in DP1241988
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- (d) require that the Sheltering Improvements remain on a Burdened lot at all times.
- 2.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
 - (a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
 - (b) it is intended that:
 - (i) the Structural Improvements and Sheltering Improvements will be Facilities which will be Maintained by the Committee; and
 - (ii) the costs associated with the Committee Maintaining the Structural Improvements and the Sheltering Improvements as Facilities will be allocated under the Management Statement and the Schedule of Facilities.
- 2.3 For the purpose of the operation of section 106 of the *Strata Schemes Development Act 2015* (NSW), if the terms of this easement and the terms referred to in section 106 are inconsistent, to the extent of the inconsistency and as permitted by Law, the terms set out in this instrument prevail.
- 3 Terms of EASEMENT FOR SERVICES (WHOLE OF LOT) numbered 2 in the Plan**
- 3.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:


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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
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- (a) the uninterrupted passage of any Service to or from the Benefited lot through Service Equipment situated in the Burdened lot;
 - (b) install new Service Equipment in a Burdened lot to replace, upgrade and/or augment existing Service Equipment, but only where the installation of the new Service Equipment can be effected by:
 - (i) using risers, ducts, pipes and other facilities that are included in a Building at the Last Registration Date for that purpose; or
 - (ii) another method approved by the owner of each lot through which the installation will be effected.
- and without interfering with existing Service Equipment benefiting other lots;
- (c) the ongoing use of any Service Equipment in a Burdened lot through which, a Service passes to or from the Benefited lot;
 - (d) have Service Equipment remain in a Burdened lot and, where necessary, have it supported vertically, horizontally, and in each other plane by the Burdened lot; and
 - (e) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Service Equipment in that lot.

3.2 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

- (a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is


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Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No
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required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

(b) it is intended that:

- (i) some of the Services and associated Service Equipment will be Facilities which will be Maintained by the Committee; and
- (ii) the costs associated with the Committee Maintaining such Services and associated Service Equipment as Facilities will be allocated under the Management Statement and the Schedule of Facilities.

3.3 The owner of a Benefited lot must:

- (a) Maintain Service Equipment which is not a Facility, and for which no other person is responsible, so that it is not, or not likely to become, a hazard or a nuisance; and
- (b) at its cost carry out Works and do anything else reasonably necessary in relation to such Service Equipment as and when required, to ensure compliance with this **clause 3.3**.

3.4 The owner of a Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to Service Equipment which:

- (a) is a Facility; and
- (b) if, in the opinion of the owner of the Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Service Equipment,

so that it is fit to be used for its intended purpose.



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Council Authorised Delegate

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
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- 3.5 Subject to **clauses 3.6 and 3.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
- (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
 - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
 - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
 - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 3.6 The owner of a Benefited lot is not obliged to comply with **clauses 3.5(a) to 3.5(d)** where, in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 3.7 The owner of a Benefited lot is not obliged to comply with **clauses 3.5(c) and 3.5(d)** if the carrying out of the Works:
- (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under this easement;
 - (b) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;
 - (c) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or
 - (d) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.


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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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3.8 The owner of a Burdened lot may only withhold consent under **clause 3.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

- (a) the carrying out of the Works;
- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

3.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:

- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment;
- (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and


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- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works; and
 - (d) comply with the reasonable directions of the owner of the Burdened lot.
- 3.10 If the owner of a Benefited lot fails to comply with its obligations under **clause 3.3(a)** in relation to Relevant Service Equipment on a Burdened lot, the owner of the Burdened lot has the right at any time to give a notice to the owner of the Benefited lot requiring compliance with those obligations.
- 3.11 If the owner of a Benefited lot fails to comply with a notice given under **clause 3.10** within a reasonable time after its service, having regard to the type of work or act required:
 - (a) the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and
 - (b) the owner of the Benefited lot must pay the owner of the Burdened lot, within 14 days of receipt of a demand from the owner of the Burdened lot, the costs reasonably and properly incurred by the owner of the Burdened lot under this **clause 3.11**.
- 3.12 In addition to its rights under **clauses 3.10** and **3.11** if, in the opinion of the owner of a Burdened lot, reasonably held, neither the Committee nor the owner of a Benefited lot is properly Maintaining Relevant Service Equipment on the Burdened lot which is a Facility, such that it is, or is at risk of becoming, a hazard or a nuisance, the owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy, or prevent, as the case may be, that hazard or nuisance.


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3.13 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

4 Terms of EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) numbered 3 in the Plan

4.1 The owner of a Benefited lot and Authorised Persons have the right, in an Emergency requiring the evacuation of the Benefited lot or a part of the Benefited lot, including for the purposes of a fire practice drill, consistent with the rights of other persons having the same or similar rights, to:

- (a) pass across the parts of a Burdened lot capable of being used for the purpose, including fire stairs and passages (**Easement Site**), in order to exit the Benefited lot; and
- (b) use any Emergency Equipment located on a Burdened lot.

4.2 In exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
- (b) only use the Easement Site and Emergency Equipment for their intended purposes;
- (c) comply with the Management Statement and any applicable Rules; and
- (d) comply with any reasonable directions of:


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- (i) the Committee or any person authorised by the Committee; or
- (ii) the owner of the Burdened lot.

4.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

- (a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
- (b) it is intended that:
 - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
 - (ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

5 Terms of EASEMENT TO ACCESS AND USE SHARED FACILITIES (WHOLE OF LOT) numbered 4 in the Plan

5.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use any Facilities on a Burdened lot that they are entitled to use under the Management Statement and the Schedule of Facilities, subject to the terms of the Management Statement.

5.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:


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- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the relevant Facilities;
- (b) take all reasonable precautions so that no damage is caused to the relevant Facilities or any other part of the Burdened lot;
- (c) comply with the Management Statement and any applicable Rules; and
- (d) comply with any reasonable direction of the Committee or any person authorised by the Committee.

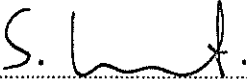
5.3 The owner of each Benefited lot and the owner of the Burdened lot acknowledge that:

- (a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
- (b) the costs associated with Maintaining Facilities Maintained by the Committee will be allocated under the Management Statement and the Schedule of Facilities.

5.4 The terms of this easement do not apply in relation to any Facilities specifically the subject of another easement in this instrument.

6 Terms of EASEMENT FOR DRAINAGE OF WATER (WHOLE OF LOT) numbered 5 in the Plan

6.1 The owner of the Benefited lot may:


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- (a) drain water from any natural source through each Burdened lot, but only within a part of the Burdened lot that is practically capable of, and intended to, be used to drain water (**Easement Site**), and
- (b) do anything reasonably necessary for that purpose, including:
 - (i) entering the Burdened lot, and
 - (ii) taking anything on to the Burdened lot, and
 - (iii) using any existing line of pipes, and
 - (iv) carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.

6.2 In exercising those powers, the owner of the Benefited lot must:

- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot;
- (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot;
- (c) obtain the consent of the owner of the Burdened lot, who's consent cannot be unreasonably withheld;
- (d) comply with the Management Statement and any applicable Rules; and
- (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.

**7 Terms of POSITIVE COVENANT (STORMWATER TREATMENT SYSTEM)
numbered 6 in the Plan**



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- 7.1 The owner of the Burdened lot will in respect of the stormwater treatment system:
- (a) keep the stormwater treatment system clean and free from silt, rubbish and debris;
 - (b) maintain and repair, at the sole expense of the Burdened lot, the whole of the stormwater treatment system so that it functions in a safe and efficient manner;
 - (c) permit Council, or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an Emergency) to enter and inspect the Burdened lot for compliance with this covenant;
 - (d) comply with the terms of any written notice issued by Council in respect of the requirements of this covenant within the time stated in the notice;
 - (e) refer to the maintenance schedule and approved stormwater plans as an appendix to **clauses 7.1(a) and 7.1(b)**.
- 7.2 Pursuant to section 88F(3) of the *Conveyancing Act 1919* (NSW) Council shall have the following additional powers:
- (a) in the event that the owner of the Burdened lot fails to comply with the terms of any written notice issued by Council as set out above, Council or its Authorised Person, may enter the land with all necessary materials and equipment and carry out any work which Council in its discretion considers reasonable to comply with the said notice referred to in **clause 7.1(d)**;
 - (b) Council may recover from the owner of the Burdened lot in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under **clause 7.2(a)**; and


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- (ii) reasonable legal costs for the issue of said notices and recovery of the said costs and expenses.

8 Terms of POSITIVE COVENANT (PUMP OUT SYSTEM) numbered 7 in the Plan

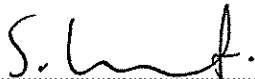
8.1 The expression "pump out system" used in this positive covenant shall include all pumps, floats, alarm systems (signage and flashing lights), gutters, pipes, drains, walks, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to pump and temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. Any pump out system constructed on the Lot Burdened is hereafter referred to as "the system".

8.2 The Burdened lot will in respect of the system:

- (a) keep the system clean and free from silt, rubbish and debris;
- (b) maintain and repair the whole of the system so that it functions in a safe and efficient manner;
- (c) permit Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this covenant;
- (d) comply with the terms of any written notice issued by Council in respect of the requirements of this covenant within the time stated in the notice.

8.3 Pursuant to Section 88F(3) of the Conveyancing Act, Council shall have the following additional powers:

- (a) in the event that the Burdened lot fails to comply with the terms of any written notice issued by Council as set out above Council or its authorised agents may enter the land with all the necessary materials and equipment


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and carry out any work which Council in its discretion considers reasonable to comply with the said notice referred to in **clause 8.2(d)** above.

- (b) Council may recover from the Burdened lot in a Court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under **clause 8.3(a)** hereof;
 - (ii) reasonable legal costs for the issue of the said notices and recovery of the said costs and expenses.

9 Terms of POSITIVE COVENANT (WASTE CHUTES AND WASTE COMPACTORS) numbered 8 in the Plan

- 9.1 The expression "waste compactor" and waste chutes" used in this positive covenant refers to any waste compactor and waste chutes required in accordance with development consent No. DA612/2015 issued by Council on 24 January 2016, as modified from time to time.
- 9.2 The Burdened lot will maintain and repair the whole of the waste compactor and waste chutes so that they:
 - (a) are kept clean;
 - (b) function in a safe and efficient manner; and
 - (c) remain in working condition.


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10 Terms of RESTRICTION ON USE (GREEN WASTE BINS) numbered 9 in the Plan

10.1 The owner of the Burdened lot must ensure that any green waste bins located within the Burdened lot are only managed by a contractor responsible for green waste disposal and not by any other third party.

11 Terms of POSITIVE COVENANT (WASTE MANAGEMENT) numbered 10 in the Plan

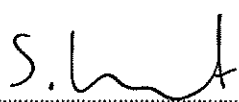
11.1 A static compaction unit for waste management shall be provided and maintained at all times within the waste storage area and this positive covenant may not be extinguished or altered without the consent of Council.

12 Terms of RESTRICTION ON USE (HANGING OF WASHING) numbered 11 in the Plan

12.1 The hanging of washing, including any clothing, towels, bedding or other article of a similar type on any balcony is not to be visible from any street and this restriction may not be extinguished or altered without the consent of Council.

13 Terms OF RIGHT OF ACCESS VARIABLE WIDTH (A) (LIMITED IN STRATUM) numbered 12 in the Plan

13.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) by any reasonable means, including with waste receptacles, to go to or from the Benefited lot.


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- 13.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
 - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
 - (c) not park or stand a Vehicle or trailer on the Easement Site, or any other part of a Burdened lot, except where expressly permitted;
 - (d) comply with the Management Statement and any applicable Rules; and
 - (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 13.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
- (a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
 - (b) it is intended that:
 - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
 - (ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.


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- 13.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Easement Site, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 13.5 Subject to **clauses 13.6 and 13.7**, before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
- (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
 - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
 - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
 - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 13.6 The owner of a Benefited lot is not obliged to comply with **clauses 13.5(a) to 13.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 13.7 The owner of a Benefited lot is not obliged to comply with **clauses 13.5(c) and 13.5(d)** if the carrying out of the Works:
- (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;
 - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or


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- (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

13.8 The owner of the Burdened lot may only withhold consent under **clause 13.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

- (a) the carrying out of the Works;
- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

13.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:

- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;



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- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

13.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

14 Terms of EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (B), (E), AND (F) numbered 13 , 16 AND 17 in the Plan

14.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) on foot or with wheelchairs or other disabled access aids, but excluding all other Vehicles.

14.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
- (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
- (c) comply with the Management Statement and any applicable Rules; and


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- (d) comply with any reasonable directions of the Committee or any person authorised by the Committee.

14.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:

- (a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
- (b) it is intended that:
 - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
 - (ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

14.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Easement Site, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.

14.5 Subject to **clauses 14.6 and 14.7** before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:

- (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
- (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;

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Council Authorised Delegate

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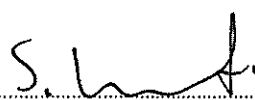
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- (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
 - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 14.6 The owner of a Benefited lot is not obliged to comply with **clauses 14.5(a) to 14.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 14.7 The owner of a Benefited lot is not obliged to comply with **clauses 14.5(c) and 14.5(d)** if the carrying out of the Works:
 - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;
 - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or
 - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 14.8 The owner of the Burdened lot may only withhold consent under **clause 14.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
 - (a) the carrying out of the Works;
 - (b) the physical result after the Works are carried out; or
 - (c) both the carrying out of the Works and the physical result after the Works are carried out,


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Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: DP1244592

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No
SC-144/2018 of 12-11-2018

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

14.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:

- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
 - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

14.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.



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ePlan

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
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15 Terms of RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (C) numbered 14 in the Plan

15.1 Members of the public and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**), on foot or with wheelchairs or disabled access aids, but excluding all other Vehicles, subject to complying with the terms set out in this easement.

15.2 The owner of the Burdened lot must:

- (a) provide subjacent support to the persons permitted to traverse across the Easement Site during the currency of this easement;
- (b) take out and maintain all relevant insurances that a prudent owner would maintain in respect of its part of the Easement Site (including public risk insurance);
- (c) maintain, clean and keep in good repair the Easement Site and carry out work within the Easement Site, including constructing, placing and maintain trafficable surfaces, driveways, pylons and structures and ensure all such work is done properly;
- (d) ensure that any overhanging structures above the Easement Site are maintained and do not impact on the use of this easement; and
- (e) make good any collateral damage.

15.3 If the owner of the Burdened lot fails to comply with its obligations under **clauses 15.2(c) to 15.2(e)** then Council has the right at any time to give a written notice to the owner of the Burdened lot requiring compliance with those obligations.



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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
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- 15.4 If the owner of the Burdened lot fails to comply with a written notice given under **clause 15.3** within a reasonable time after its service, having regard to the nature of the action required, then Council has the right, but not the obligation, to carry out Works to the Easement Site and do anything else reasonably necessary to remedy the failure to comply specified in the notice and recover the costs from the owner of the Burdened lot as a debt immediately due and payable.
- 15.5 Subject to **clause 15.6**, before undertaking any action under **clause 15.4**, including the carrying out of Works on the Easement Site, Council must provide the owner of the Burdened lot:
- (a) with reasonable prior notice of its intention to enter the Burdened lot to exercise its rights under **clause 15.4**; and
 - (b) a Schedule of Works to be carried out on the Easement Site.
- 15.6 Council is not obliged to comply with **clause 15.5** where, in the opinion of Council, reasonably held, there is an Emergency.
- 15.7 The rights granted under this easement:
- (a) are subject to the rights of the owner and any occupier of the Burdened lot and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;
 - (b) may be exercised with or without animals; and
 - (c) are subject to possible temporary restrictions imposed by the owner of the Burdened lot for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.



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ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

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15.8 When exercising rights under this easement, members of the public and Authorised Persons must:

- (a) comply with the reasonable directions on any signage erected on the Burdened lot; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Burdened lot.

16 Terms of RIGHT OF ACCESS VARIABLE WIDTH (D) (LIMITED IN STRATUM) numbered 15 in the Plan

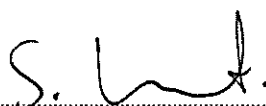
16.1 The rights and obligations under this easement are suspended until the date that:

- (a) an Occupation Certificate has been granted in relation to the Foundry Development Works; and
- (b) Strata Surv or another appropriately qualified consultant has determined the Foundry Proportion in accordance with **clause 16.6(a)**.

16.2 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) by any reasonable means to go to or from the Benefited lot.

16.3 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;


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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
- (c) not park or stand a Vehicle or trailer on the Easement Site, or any other part of a Burdened lot, except where expressly permitted;
- (d) comply with the Management Statement and any applicable Rules; and
- (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.

16.4 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that:

- (a) the owners of the Burdened lots are members of the Committee;
- (b) under the Strata Management Statement the Committee has the primary responsibility to Maintain Facilities;
- (c) is intended that the Easement Site is a Facility; and
- (d) it is intended that the Committee will have the primary responsibility to Maintain the Easement Site.

16.5 The owners of the Burdened lots and the owners of the Benefited Lots, for as long as it enjoys the benefit of the Easement Site, must ensure that the Easement Site is at all times operating, maintained, repaired, insured, cleaned and up kept so that it serves its purpose as a drive way to the Benefited lots;

16.6 To facilitate **clause 16.5**:

- (a) the Committee and the owners of the Benefited lots must, as soon as reasonably practicable engage Strata Surv, or another appropriately qualified consultant, to calculate a fair and equitable allocation for the



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Plan: DP1244592

Plan of subdivision of lot 1 in DP1241988
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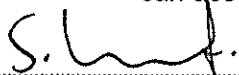
Benefited lots to contribute to the total costs incurred by the Committee to undertake the tasks referred to in **clause 16.6(b)**

- (b) the owners of the Burdened lots must ensure that the Committee:
 - (i) maintains the Easement Site;
 - (ii) insures the Easement Site; and
 - (iii) periodically invoices the Benefited lots for the Foundry Proportion;
- (c) the owners of the Benefited lots must ensure that they pay the Foundry Proportion to the Committee when provided an invoice under **clause 16.6(b)(iii)**.

16.7 If, in the opinion of the owner of the Benefited lot, the Committee is not properly Maintaining the Easement Site, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.

16.8 Subject to **clauses 16.9** and **16.10**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:

- (a) provide the Owner of the Burdened lot and the Committee with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
- (b) provide to the Owner of the Burdened lot and the Committee with a Schedule of Works for the Works;
- (c) provide to the Owner of the Burdened lot and the Committee any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and


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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.

16.9 The Owner of the Benefited lot is not obliged to comply with **clauses 16.8(a) to 16.8(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.

16.10 The owner of a Benefited lot is not obliged to comply with **clauses 16.8(c) and 16.8(d)** if the carrying out of the Works results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

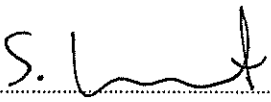
16.11 The owner of the Burdened lot may only withhold consent under **clause 16.8(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

- (a) the carrying out of the Works;
- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

16.12 The owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:

- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and


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- (c) ensure that:
- (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
 - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

16.13 The owner of the Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

17 Terms of EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (G) numbered 18 in the Plan

17.1 Council and its' Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement **(Easement Site)** by any reasonable means for the purpose of collecting waste held in waste receptacles situated within a Burdened lot.


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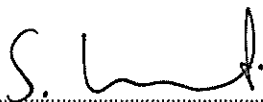
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
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- 17.2 When exercising rights or complying with obligations under this easement, Council and Authorised Persons must:
- (a) not permit the Easement Site, or any other part of the Burdened lot, to become a hazard or a nuisance;
 - (b) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
 - (c) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot; and
 - (d) not park or stand a motor vehicle or trailer on the Easement Site, or any other part of a Burdened lot, except where expressly permitted.
- 17.3 Council must, at its cost, do all things reasonably necessary, as and when required, to ensure compliance with its obligations under this easement.
- 17.4 The owner of the Burdened lot release and indemnify Council from and against all damage, expense, loss or liability of any nature suffered or incurred by Council arising from or in consequence of Council exercising their rights under this easement, including:
- (i) loss or damage to the property of the owner or any occupier of the Burdened lot, except fair wear and tear;
 - (ii) loss, damage, expense or liability in respect of any other property; and
 - (iii) loss, expense or liability in respect of personal injury, disease, illness or death.


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- 17.5 The indemnity in **clause 17.4** does not extend to any damage, expense, loss or liability of any nature suffered or incurred by Council which was caused as a result of Council, or its' Authorised Persons, failing to comply with the terms of this easement.
- 18 Terms of RIGHT TO USE WASTE HOIST VARIABLE WIDTH (LIMITED IN STRATUM) (H) numbered 19 in the Plan**
- 18.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to use the waste hoist located on the site of this easement (**Waste Hoist**).
- 18.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Waste Hoist;
 - (b) take all reasonable precautions so that no damage is caused to the Waste Hoist or any other part of the Burdened lot;
 - (c) leave the Waste Hoist clean and tidy after use;
 - (d) comply with the Management Statement and any applicable Rules; and
 - (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.


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Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
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- 18.3 The owner of the Benefited lot and the owner of each Burdened lot acknowledge that:
- (a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
 - (b) it is intended that:
 - (i) the Waste Hoist will be a Facility which will be Maintained by the Committee; and
 - (ii) the costs associated with the Committee Maintaining the Waste Hoist as a Facility will be allocated under the Management Statement and the Schedule of Facilities.
- 18.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Waste Hoist, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Waste Hoist so that it is fit to be used for its intended purpose.
- 18.5 Subject to **clauses 18.6 and 18.7** before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
- (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
 - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;


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- (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
 - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 18.6 The owner of a Benefited lot is not obliged to comply with **clauses 18.5(a) to 18.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 18.7 The owner of a Benefited lot is not obliged to comply with **clauses 18.5(c) and 18.5(d)** if the carrying out of the Works:
 - (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;
 - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or
 - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 18.8 The owner of the Burdened lot may only withhold consent under **clause 18.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
 - (a) the carrying out of the Works;
 - (b) the physical result after the Works are carried out; or
 - (c) both the carrying out of the Works and the physical result after the Works are carried out,



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will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

18.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:

- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
 - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

18.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.



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Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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**19 Terms of RIGHT TO USE CARWASH AND SERVICE BAY VARIABLE WIDTH
(LIMITED IN STRATUM) (J) numbered 20 in the Plan**

19.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:

- (a) to use the carwash and service bay on the site of this easement (**Carwash Bay**) for the washing, cleaning and minor servicing of Vehicles; and
- (b) for those Vehicles to enter and pass across that part of the Burdened lot which provides access to and egress from the Carwash Bay.

19.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Carwash Bay;
- (b) take all reasonable precautions so that no damage is caused to the Carwash Bay or any other part of the Burdened lot;
- (c) leave the Carwash Bay and any areas surrounding them clean and tidy after use;
- (d) comply with the Management Statement and any applicable Rules; and
- (e) comply with any reasonable directions of the Committee or any person authorised by the Committee.

19.3 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must ensure:



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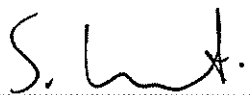
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- (a) it does not interfere with the dual use of the Carwash Bay as a temporary site for bins to be collected;
 - (b) comply with any signage, including ensuring Vehicles are parked within the Carwash Bay:
 - (i) in a location that does not prevent access to the bins that are to be collected; and
 - (ii) only within certain time frames as regulated by the Committee;
 - (c) it does not interfere with the rights of other persons having the right to place bins within the Carwash Bay in accordance with the Easement For Waste Storage Bay (Limited In Stratum) (Q) numbered 26 in the Plan.
- 19.4 The owner of a Benefited lot and Authorised Persons must not park or stand any Vehicle in the Carwash Bay other than for the washing and cleaning of Vehicles, except where expressly permitted.
- 19.5 The owner of each Benefited lot and the owner of the Burdened lot acknowledge that:
- (a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
 - (b) it is intended that:
 - (i) the Carwash Bay will be a Facility which will be Maintained by the Committee; and


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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- (ii) the costs associated with the Committee Maintaining the Carwash Bay as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

- 19.6 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of the Burdened lot is properly Maintaining the Carwash Bay, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Carwash Bay so that it is fit to be used for its intended purpose.
- 19.7 Subject to **clauses 19.8 and 19.9**, before carrying out Works under this easement on the Burdened lot, the owner of a Benefited lot must:
- (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
 - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
 - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
 - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 19.8 The owner of a Benefited lot is not obliged to comply with **clauses 19.7(a) to 19.7(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 19.9 The owner of a Benefited lot is not obliged to comply with **clauses 19.7(c) and 19.7(d)** if the carrying out of the Works:


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- (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;
- (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or
- (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

19.10 The owner of the Burdened lot may only withhold consent under **clause 19.7(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

- (a) the carrying out of the Works;
- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

19.11 The owner of a Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:

- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
 - (i) all necessary safety measures are taken;


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Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

19.12 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

20 Terms of EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (L), (K) and (X) numbered 21, 22 and 36 in the Plan

20.1 The rights and obligations under this easement are suspended until:

- (a) in respect to the 'Easement for visitor Parking Variable Width Limited in Stratum (L)' until a strata plan has been registered in relation to lot 1 in the Plan;
- (b) in respect to the 'Easement for visitor Parking Variable Width Limited in Stratum (K)' until a strata plan has been registered in relation to lot 2 in the Plan; and


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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- (c) in respect to the 'Easement for visitor Parking Variable Width Limited in Stratum (X)' until a strata plan has been registered in relation to lot 3 in the Plan.
- 20.2 Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:
- (a) to use the car parking spaces designated for use by visitors (**Visitor Parking Spaces**) for the parking of Vehicles; and
 - (b) for those Vehicles to enter and pass across that part of the Burdened lot which provides access to and egress from the Visitor Parking Spaces.
- 20.3 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:
- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Visitor Parking Spaces;
 - (b) take all reasonable precautions so that no damage is caused to the Visitor Parking Spaces or any other part of the Burdened lot;
 - (c) comply with the Management Statement and any applicable Rules; and
 - (d) comply with any reasonable directions of the Committee or any person authorised by the Committee.
- 20.4 The owner of each Benefited lot and the owner of the Burdened lot acknowledge that:
- (a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is



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Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

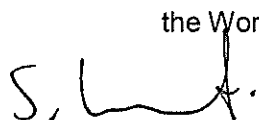
(b) it is intended that:

- (i) the Visitor Parking Spaces will be a Facility which will be Maintained by the Committee; and
- (ii) the costs associated with the Committee Maintaining the Visitor Parking Spaces as a Facility will be allocated under the Management Statement and the Schedule of Facilities.

20.5 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of the Burdened lot is properly Maintaining the Visitor Parking Spaces, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Visitor Parking Spaces so that it is fit to be used for its intended purpose.

20.6 Subject to **clauses 20.7 and 20.8**, before carrying out Works under this easement on the Burdened lot, the owner of a Benefited lot must:

- (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
- (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
- (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
- (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.



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Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- 20.7 The owner of a Benefited lot is not obliged to comply with **clauses 20.6(a) to 20.6(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 20.8 The owner of a Benefited lot is not obliged to comply with **clauses 20.6(c) and 20.6(d)** if the carrying out of the Works:
- (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;
 - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or
 - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 20.9 The owner of the Burdened lot may only withhold consent under **clause 20.6(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
- (a) the carrying out of the Works;
 - (b) the physical result after the Works are carried out; or
 - (c) both the carrying out of the Works and the physical result after the Works are carried out,
- will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.
- 20.10 The owner of a Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:



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Council Authorised Delegate



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- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
 - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

20.11 The owner of a Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

21 Terms of EASEMENT TO ACCESS WASTE HOIST VARIABLE WIDTH (LIMITED IN STRATUM) (M) numbered 23 in the Plan

21.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site



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of this easement (**Easement Site**) in order to access the waste hoist located adjacent to the Easement Site.

21.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Easement Site;
- (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot;
- (c) comply with the Management Statement and any applicable Rules; and
- (d) comply with any reasonable directions of the Committee or any person authorised by the Committee.

21.3 The owner of the Benefited lot and the owner of each Burdened lot acknowledge that:

- (a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
- (b) it is intended that:
 - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
 - (ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.


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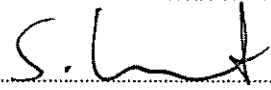
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- 21.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Easement Site, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 21.5 Subject to **clauses 21.6 and 21.7** before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
- (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
 - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
 - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
 - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 21.6 The owner of a Benefited lot is not obliged to comply with **clauses 21.5(a) to 21.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 21.7 The owner of a Benefited lot is not obliged to comply with **clauses 21.5(c) and 21.5(d)** if the carrying out of the Works:
- (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;
 - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or


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- (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

21.8 The owner of the Burdened lot may only withhold consent under **clause 21.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

- (a) the carrying out of the Works;
- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

21.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:

- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;



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- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

21.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

22 Terms of EASEMENT FOR CONSTRUCTION PURPOSES 6 WIDE & VARIABLE (LIMITED IN STRATUM) (N) numbered 24 in the Plan

22.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out the Foundry Development Works on and within the site of this easement (**Easement Site**), including:

- (a) by erecting or constructing temporary improvements, structures or scaffolding or other structure permitted by the Foundry Development Consent (**Permitted Structures**) on and within the Easement Site;
- (b) entering and remaining, or directing Authorised Persons to enter and remain, on the Burdened lot for a reasonable time, together with any Equipment necessary, for the purpose of undertaking works permitted by the Foundry Development Consent;
- (c) temporarily blocking off access to part of the Easement Site for the purpose of ensuring the safety of it or its Authorised Persons when those persons access the Easement Site for the purpose set out in **clause 22.1(b)**; and



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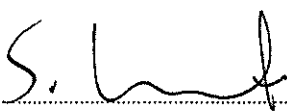
Plan of subdivision of lot 1 in DP1241988
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- (d) to emit and allow the emission of noise, vibration and dust caused by or resulting from the Foundry Development Works in or above the Easement Site;

22.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:

- (a) obtain all necessary approvals from the relevant Authority for the Foundry Development Works;
- (b) carry out the Foundry Development Works in accordance with the Foundry Development Approval;
- (c) not carry out Works in a manner or for a purpose inconsistent with **clause 22.1**;
- (d) minimise, to the extent practicable, interruption to or interference with the use and enjoyment of the Burdened lot;
- (e) if exercising its powers under **clause 22.1(c)**, ensure that the driveway located within the Easement Site is still capable of being used for its intended purpose by members of the public and by the owner of the Burdened lots;
- (f) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Foundry Development Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and


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- (iv) as soon as reasonably practicable after completing the carrying out of the Foundry Development Works, make good any collateral damage.

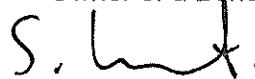
22.3 Despite any other provision of this easement, the rights and obligations granted to the Owner of a Benefited lot and Authorised Persons under this easement are extinguished on the date that an final Occupation Certificate in respect to the Foundry Development Works is issued.

23 Terms of EASEMENT FOR CONSTRUCTION PURPOSES 4 WIDE (P) numbered 25 in the Plan

23.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out the River Works on and within the site of this easement (**Easement Site**), including:

- (a) by erecting or constructing temporary improvements, structures or scaffolding or other structure required to complete the River Works (**Permitted Structures**) on and within the Easement Site;
- (b) entering and remaining, or directing Authorised Persons to enter and remain, on the Burdened lot for a reasonable time, together with any Equipment necessary, for the purpose of undertaking the River Works;
- (c) temporarily blocking off access to part of the Easement Site for the purpose of ensuring the safety of it or its Authorised Persons when those persons access the Easement Site for the purpose set out in **clause 23.1(b)**; and
- (d) to emit and allow the emission of noise, vibration and dust caused by or resulting from the River Works in or above the Easement Site;

23.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:


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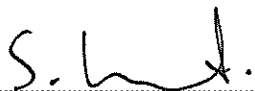
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- (a) obtain all necessary approvals from the relevant Authority for the River Works;
- (b) not carry out the River Works in a manner or for a purpose inconsistent with **clause 23.1**;
- (c) minimise, to the extent practicable, interruption to or interference with the use and enjoyment of the Burdened lot;
- (d) ensure that:
 - (v) all necessary safety measures are taken;
 - (vi) the River Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
 - (vii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
 - (viii) as soon as reasonably practicable after completing the carrying out of the River Works, make good any collateral damage.

23.3 Despite any other provision of this easement, the rights and obligations granted to the Owner of a Benefited lot and Authorised Persons under this easement are extinguished on the date that Council serves written notice that the River Works:

- (a) have been completed;
- (b) are deemed to be completed as required by the Voluntary Planning Agreement; or
- (c) it is determined by Council or another Authority that the River Works are not required to be completed.


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Council Authorised Delegate



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24 Terms of EASEMENT FOR WASTE STORAGE BAY 2.5 WIDE (LIMITED IN STRATUM) (Q) numbered 26 in the Plan

- 24.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to temporarily store waste bins within the site of this easement (**Storage Bay**).
- 24.2 When exercising rights or complying with obligations under this easement, Council and Authorised Persons must:
- (a) not permit the Storage Bay, or any other part of the Burdened lot, to become a hazard or a nuisance;
 - (b) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Storage Bay;
 - (c) take all reasonable precautions so that no damage is caused to the Storage Bay or any other part of the Burdened lot; and
 - (d) not park or stand a motor vehicle or trailer on the Storage Bay, or any other part of a Burdened lot, except where expressly permitted.

25 Terms of EASEMENT FOR WASTE COLLECTION VARIABLE WIDTH (LIMITED IN STRATUM) (R) numbered 27 in the Plan

- 25.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) by any reasonable means, including with a garbage truck, for the purpose of collecting and removing waste.



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- 25.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:
- (a) not permit the Easement Site, or any other part of the Burdened lot, to become a hazard or a nuisance;
 - (b) comply with the Management Statement and any applicable Rules;
 - (c) causes little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Easement Site; and
 - (d) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Burdened lot.
- 25.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:
- (a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
 - (b) it is intended that:
 - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
 - (ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.


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Council Authorised Delegate



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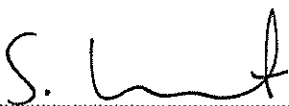
26 Terms Of RIGHT OF PUBLIC ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (S) NUMBERED 28 in the plan

26.1 Members of the public and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**), on foot, with bicycles or with wheelchairs or disabled access aids, but excluding all other Vehicles, subject to complying with the terms set out in this easement.

26.2 The owner of the Burdened lot must:

- (a) provide subjacent support to the persons permitted to traverse across the Easement Site during the currency of this easement;
- (b) take out and maintain all relevant insurances that a prudent owner would maintain in respect of its part of the Easement Site (including public risk insurance);
- (c) maintain, clean and keep in good repair the Easement Site and carry out work within the Easement Site, including constructing, placing and maintaining trafficable surfaces, driveways, pylons and structures and ensure all such work is done properly;
- (d) ensure that any overhanging structures above the Easement Site are maintained and do not impact on the use of this easement; and
- (e) make good any collateral damage.

26.3 If the owner of the Burdened lot fails to comply with its obligations under **clauses 26.2(c) to 26.2(e)** then Council has the right at any time to give a written notice to the owner of the Burdened lot requiring compliance with those obligations.


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Council Authorised Delegate



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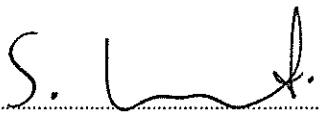
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- 26.4 If the owner of the Burdened lot fails to comply with a written notice given under **clause 26.3** within a reasonable time after its service, having regard to the nature of the action required, then Council has the right, but not the obligation, to carry out Works to the Easement Site and do anything else reasonably necessary to remedy the failure to comply specified in the notice and recover the costs from the owner of the Burdened lot as a debt immediately due and payable.
- 26.5 Subject to **clause 26.6**, before undertaking any action under **clause 26.4**, including the carrying out Works on the Easement Site, Council must provide the owner of the Burdened lot:
- (a) with reasonable prior notice of its intention to enter the Burdened lot to exercise its rights under **clause 26.4**; and
 - (b) a Schedule of Works to be carried out on the Easement Site.
- 26.6 Council is not obliged to comply with **clause 26.5** where, in the opinion of Council, reasonably held, there is an Emergency.
- 26.7 The rights granted under this easement:
- (a) are subject to the rights of the owner and any occupier of the Burdened lot and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;
 - (b) may be exercised with or without animals; and
 - (c) are subject to possible temporary restrictions imposed by the owner of the Burdened lot for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.


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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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26.8 When exercising rights under this easement, members of the public and Authorised Persons must:

- (a) comply with the reasonable directions on any signage erected on the Burdened lot; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Burdened lot.

27 Terms of EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM) (T) NUMBERED 29 in the plan

27.1 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:

- (a) to use the recreation area on the site of this easement (**Recreation Area**) for recreational purposes; and
- (b) to enter and pass across that part of a Burdened lot which provides access to and egress from the Recreational Area on foot or with wheelchairs or other disabled access aids, but excluding all other Vehicles.

27.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:

- (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Recreation Area;
- (b) take all reasonable precautions so that no damage is caused to the Recreation Area or any other part of the Building;
- (c) ensure that the Recreation Area is only used for the purposes for which it was designed;


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- (d) not enter the Recreation Area with any animals (including domestic animals such as dogs);
- (e) not enter the Recreational Area with any Vehicles;
- (f) not smoke within the Recreation Area
- (g) comply with the reasonable directions on any signage erected on the Burdened lot;
- (h) comply with the Strata Management Statement and any applicable Rules; and
- (i) comply with any reasonable directions of the Committee or any person authorised by the Committee.

27.3 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:

- (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
- (b) it is intended that:
 - (i) the Recreation Area will be a Facility which will be Maintained by the Committee; and
 - (ii) the costs associated with the Committee Maintaining the Recreation Area as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.

27.4 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Recreation


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Area, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Recreation Area so that it is fit to be used for its intended purpose.

27.5 Subject to **clauses 27.7 and 27.8** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:

- (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
- (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;
- (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
- (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.

27.6 The Owner of a Benefited lot is not obliged to comply with **clauses 27.5(a) to 27.5(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.

27.7 The Owner of a Benefited lot is not obliged to comply with **clauses 27.5(c) and 27.5(d)** if the carrying out of the Works:

- (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
- (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or



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- (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.

27.8 The Owner of the Burdened lot may only withhold consent under **clause 27.5(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:

- (a) the carrying out of the Works;
- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

27.9 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:

- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;



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- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

27.10 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

28 Terms of EASEMENT FOR RECREATION VARIABLE WIDTH (LIMITED IN STRATUM (U) NUMBERED 30 in the Plan

28.1 The rights and obligations under this easement are suspended until that later of:

- (a) on the date that Council serves written notice that the River Works:
 - (i) have been completed;
 - (ii) are deemed to be completed as required by the Voluntary Planning Agreement; or
 - (iii) it is determined by Council or another Authority that the River Works are not required to be completed; and
- (b) the date that Lot 3 in the Plan is subdivided by a strata plan



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28.2 The Owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:

- (a) to use the recreation area on the site of this easement (**Recreation Area**) for recreational purposes; and
- (b) to enter and pass across that part of a Burdened lot which provides access to and egress from the Recreational Area on foot or with wheelchairs or other disabled access aids, but excluding all other Vehicles.

28.3 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:

- (a) cause as little disturbance and inconvenience as practicable to the Owner or any Occupier of a Burdened lot or any other person entitled to use the Recreation Area;
- (b) take all reasonable precautions so that no damage is caused to the Recreation Area or any other part of the Building;
- (c) not enter the Recreational Area with any Vehicles other than bicycles;
- (d) ensure that the Recreation Area is only used for the purposes for which it was designed;
- (e) not enter the Recreation Area with any animals (including domestic animals such as dogs);
- (f) not smoke within the Recreation Area
- (g) comply with the reasonable directions on any signage erected on the Burdened lot;
- (h) comply with the Strata Management Statement and any applicable Rules;

and



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- (i) comply with any reasonable directions of the Committee or any person authorised by the Committee.

28.4 The Owner of each Benefited lot and the Owner of each Burdened lot acknowledge that:

- (a) under the Strata Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the Owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and

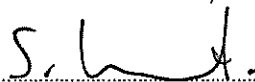
- (b) it is intended that:

- (i) the Recreation Area will be a Facility which will be Maintained by the Committee; and
- (ii) the costs associated with the Committee Maintaining the Recreation Area as a Facility will be allocated under the Strata Management Statement and the Schedule of Facilities.

28.5 If, in the opinion of the Owner of a Benefited lot, reasonably held, neither the Committee nor the Owner of a Burdened lot is properly Maintaining the Recreation Area, the Owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Recreation Area so that it is fit to be used for its intended purpose.

28.6 Subject to **clauses 28.7 and 28.8** before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must:

- (a) provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
- (b) provide to the Owner of the Burdened lot a Schedule of Works for the Works;


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- (c) provide to the Owner of the Burdened lot any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
 - (d) obtain the consent of the Owner of the Burdened lot to the carrying out of the Works.
- 28.7 The Owner of a Benefited lot is not obliged to comply with **clauses 28.6(a) to 28.6(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 28.8 The Owner of a Benefited lot is not obliged to comply with **clauses 28.6(c) and 28.6(d)** if the carrying out of the Works:
- (a) is necessary to enable the Owner of the Benefited lot to comply with its obligations under the Strata Management Statement;
 - (b) is necessary because the Owner of the Burdened lot has failed to comply with its obligations under the Strata Management Statement; or
 - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 28.9 The Owner of the Burdened lot may only withhold consent under **clause 28.6(d)** to the carrying out of Works if, in the opinion of the Owner of the Burdened lot, reasonably held:
- (a) the carrying out of the Works;
 - (b) the physical result after the Works are carried out; or
 - (c) both the carrying out of the Works and the physical result after the Works are carried out,


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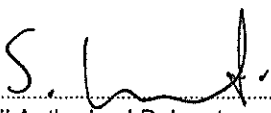
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will substantially detrimentally affect the use and enjoyment of the Burdened lot by the Owner or any Occupier of the Burdened lot.

28.10 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:

- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
 - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

28.11 The Owner of a Benefited lot and the Owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.


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28.12 Despite any other provision of this easement, the rights and obligations granted to the Owner of a Benefited lot and Authorised Persons will cease to apply to any part of the Recreation Area that forms part of the site of the 'RIGHT OF PUBLIC ACCESS 4 WIDE (LIMITED IN STRATUM (W) numbered 35 in the Plan' but only when the rights granted under the 'RIGHT OF PUBLIC ACCESS 4 WIDE (LIMITED IN STRATUM (W) numbered 35 in the Plan' are no longer suspended in accordance with the terms of that easement.

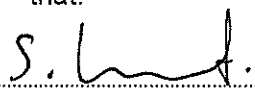
29 Term of RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (V) NUMBERED 31 in the Plan

29.1 The owner of a Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) on foot, with wheelchairs or other disabled access aids or with bicycles, but excluding all other Vehicles.

29.2 When exercising rights or complying with obligations under this easement, the owner of a Benefited lot and Authorised Persons must:

- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;
- (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
- (c) comply with the Management Statement and any applicable Rules; and
- (d) comply with any reasonable directions of the Committee or any person authorised by the Committee.

29.3 The owner of each Benefited lot and the owner of each Burdened lot acknowledge that:


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- (a) under the Management Statement, the Committee has the primary responsibility to Maintain Facilities, but the owner of a Burdened lot is required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations; and
 - (b) it is intended that:
 - (i) the Easement Site will be a Facility which will be Maintained by the Committee; and
 - (ii) the costs associated with the Committee Maintaining the Easement Site as a Facility will be allocated under the Management Statement and the Schedule of Facilities.
- 29.4 If, in the opinion of the owner of a Benefited lot, reasonably held, neither the Committee nor the owner of a Burdened lot is properly Maintaining the Easement Site, the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 29.5 Subject to **clauses 29.6 and 29.7** before carrying out Works under this easement on a Burdened lot, the owner of a Benefited lot must:
- (a) provide the owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
 - (b) provide to the owner of the Burdened lot a Schedule of Works for the Works;
 - (c) provide to the owner of the Burdened lot any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and

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- (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 29.6 The owner of a Benefited lot is not obliged to comply with **clauses 29.5(a) to 29.5(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 29.7 The owner of a Benefited lot is not obliged to comply with **clauses 29.5(c) and 29.5(d)** if the carrying out of the Works:
- (a) is necessary to enable the owner of the Benefited lot to comply with its obligations under the Management Statement;
 - (b) is necessary because the owner of the Burdened lot has failed to comply with its obligations under the Management Statement; or
 - (c) results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 29.8 The owner of the Burdened lot may only withhold consent under **clause 29.5(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
- (a) the carrying out of the Works;
 - (b) the physical result after the Works are carried out; or
 - (c) both the carrying out of the Works and the physical result after the Works are carried out,
- will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.


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29.9 The owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps, to:

- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
 - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

29.10 The owner of a Benefited lot and the owner of a Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.



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30 Terms of EASEMENT FOR FUTURE SERVICES (WHOLE OF LOT) NUMBERED 32 in the Plan

30.1 The Owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to:

- (a) carry out Works to install in a Burdened lot:
 - (i) additional Service Equipment associated with a Service to or from the Benefited lot which existed at the date of registration of this instrument (**Additional Service Equipment**), only where the installation of the Additional Service Equipment can be effected by:
 - (A) using risers, ducts, pipes and other facilities that are included in a Building at the Last Registration Date for that purpose; or
 - (B) another method approved by the owner of each lot through which the installation will be effected; and
 - (ii) Service Equipment associated with a Service to or from the Benefited lot which did not exist at the date of registration of this instrument (**Future Service Equipment**), only where the installation of the Future Service Equipment can be effected by:
 - (A) using risers, ducts, pipes and other facilities that are included in a Building at the Last Registration Date for that purpose; or
 - (B) another method approved by the owner of each lot through which the installation will be effected;
- (b) the uninterrupted passage through the Burdened lot of any Service to or from the Benefited lot which passes through Additional Service Equipment or Future Service Equipment;


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- (c) the ongoing use of any Additional Service Equipment and Future Service Equipment (**Relevant Service Equipment**);
- (d) have Relevant Service Equipment remain in the Burdened lot and, where necessary, have it supported vertically, horizontally, and in each other plane by the Burdened lot; and
- (e) enter and remain, or direct Authorised Persons to enter and remain, on a Burdened lot for a reasonable time, together with any Equipment necessary for the purpose, to carry out Works and do anything else it is permitted or required to do under this easement in relation to Relevant Service Equipment in that lot.

30.2 The Owner of a Benefited lot must Maintain:

- (a) Relevant Service Equipment so that it is not, or not likely to become, a hazard or a nuisance; and
- (b) at its cost carry out Works and do anything else reasonably necessary in relation to such Relevant Service Equipment as and when required, to ensure compliance with this **clause 30.2**.

30.3 Subject to **clause 30.4**, before carrying out Works under this easement on a Burdened lot, the Owner of a Benefited lot must provide the Owner of the Burdened lot with reasonable prior notice of its intention to enter the Burdened lot to carry out Works.

30.4 The Owner of a Benefited lot is not obliged to comply with **clause 30.3** where, in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.

30.5 The Owner of a Benefited lot must, while Works are being carried out in a Burdened lot under this easement, take all reasonable steps to:



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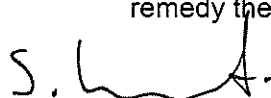
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- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any other Service and any associated Service Equipment; and
- (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
 - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

30.6 If the Owner of a Benefited lot fails to comply with its obligations under this easement in relation to Relevant Service Equipment on a Burdened lot, the Owner of the Burdened lot has the right at any time to give a notice to the Owner of the Benefited lot requiring compliance with those obligations.

30.7 If the Owner of a Benefited lot fails to comply with a notice given under **clause 30.6** within a reasonable time after its service, having regard to the type of work or act required:

- (a) the Owner of the Burdened lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary to remedy the failure to comply specified in the notice; and



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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- (b) the Owner of the Benefited lot must pay the Owner of the Burdened lot, within 14 days of receipt of a demand from the Owner of the Burdened lot, the costs reasonably and properly incurred by the Owner of the Burdened lot under this clause 30.7.

31 Terms of EASEMENT FOR CONSTRUCTION (WHOLE OF LOT) NUMBERED 33 in the Plan

31.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out the Building Works on and within the Burdened lot including:

- (a) by erecting or constructing temporary improvements, structures or scaffolding or other structure required to complete the Building Works
- (b) entering and remaining, or directing Authorised Persons to enter and remain, on the Burdened lot for a reasonable time, together with any Equipment necessary, for the purpose of undertaking the Building Works;
- (c) temporarily blocking off access to part of the Building for the purpose of ensuring the safety of it or its Authorised Persons when those persons access the Burdened lot for the purpose set out in **clause 31.1(b)**;
- (d) to emit and allow the emission of noise, vibration and dust caused by or resulting from the Building Works in or above the Easement Site; and
- (e) to permit the jibs of cranes situated on the Benefited lot to occupy airspace above the Burdened lot and to swing in the wind through the airspace of the Burdened lot to the extent necessary when the cranes are not in use.

31.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:



.....
Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 85 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No

SC-144/2018 of 12-11-2018

- (a) obtain all necessary approvals from the relevant Authority for the Building Works;
- (b) not carry out the Building Works in a manner or for a purpose inconsistent with **clause 31.1**;
- (c) minimise, to the extent practicable, interruption to or interference with the use and enjoyment of the Burdened lot;
- (d) ensure the height and length of the crane jib does not interfere with the operation of any crane situated on the Burdened lot at the date of registration of this instrument or which the Owner of the Burdened lot, acting reasonably, wishes to erect on the Burdened lot;
- (e) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Building Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
 - (iii) the cranes are operated in the Benefited lot in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
 - (iv) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
 - (v) as soon as reasonably practicable after completing the carrying out of the Building Works, make good any collateral damage.

31.3 Despite any other provision of this easement, the rights and obligations granted to the Owner of a Benefited lot and Authorised Persons under this easement are extinguished on the date that the Building receives a final Occupation Certificate.


.....
Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 86 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No
SC-144/2018 of 12-11-2018

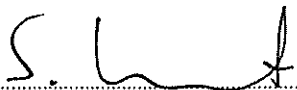
32 Terms of EASEMENT FOR CONSTRUCTION (WHOLE OF LOT) NUMBERED 34 in the Plan

32.1 The owner of a Benefited lot has the right, consistent with the rights of other persons having the same or similar rights, to carry out the Foundry Development Works on and within the Burdened lot including:

- (a) by erecting or constructing temporary improvements, structures or scaffolding or other structure required to complete the Foundry Development Works;
- (b) entering and remaining, or directing Authorised Persons to enter and remain, on the Burdened lot for a reasonable time, together with any Equipment necessary, for the purpose of undertaking the Foundry Development Works;
- (c) temporarily blocking off access to part of the Building for the purpose of ensuring the safety of it or its Authorised Persons when those persons access the Burdened lot for the purpose set out in **clause 32.1(b)**;
- (d) to emit and allow the emission of noise, vibration and dust caused by or resulting from the Foundry Development Works in or above the Easement Site; and
- (e) to permit the jibs of cranes situated on the Benefited lot to occupy airspace above the Burdened lot and to swing in the wind through the airspace of the Burdened lot to the extent necessary when the cranes are not in use.

32.2 When exercising rights or complying with obligations under this easement, the Owner of a Benefited lot and Authorised Persons must:

- (a) ensure the height and length of the crane jib does not interfere with the operation of any crane situated on the Burdened lot at the date of


.....
Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 87 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No

SC-199/2018 of 12-11-2018

- registration of this instrument or which the Owner of the Burdened lot, acting reasonably, wishes to erect on the Burdened lot;
- (b) obtain all necessary approvals from the relevant Authority for each part of the Foundry Development Works;
 - (c) not carry out the Foundry Development Works in a manner or for a purpose inconsistent with **clause 32.1**;
 - (d) minimise, to the extent practicable, interruption to or interference with the use and enjoyment of the Burdened lot;
 - (e) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Foundry Development Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
 - (iii) the cranes are operated in the Benefited lot in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of all relevant Authorities;
 - (iv) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
 - (v) as soon as reasonably practicable after completing the carrying out of the Foundry Development Works, make good any collateral damage.

32.3 Despite any other provision of this easement, the rights and obligations granted to the Owner of a Benefited lot and Authorised Persons under this easement are extinguished on the date that the building to be constructed in accordance with the Foundry Development Consent receives a final Occupation Certificate.


.....
Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 88 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No

SC-144/2018 of 12-11-2018

33 Terms of RIGHT OF PUBLIC ACCESS 4 WIDE (LIMITED IN STRATUM (W) NUMBERED 35 in the Plan

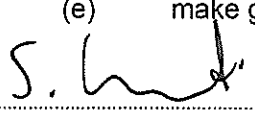
33.1 The rights and obligations under this easement are suspended until such time as:

- (a) a public footpath is constructed on the site of this easement (**Easement Site**); and
- (b) the Easement Site is capable of being used by members of the public.

33.2 Members of the public and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the Easement Site, on foot, with bicycles or with wheelchairs or disabled access aids, but excluding all other Vehicles, subject to complying with the terms set out in this easement.

33.3 The owner of the Burdened lot must:

- (a) provide subjacent support to the persons permitted to traverse across the Easement Site during the currency of this easement;
- (b) take out and maintain all relevant insurances that a prudent owner would maintain in respect of its part of the Easement Site (including public risk insurance);
- (c) maintain, clean and keep in good repair the Easement Site and carry out work within the Easement Site, including constructing, placing and maintaining trafficable surfaces, driveways, pylons and structures and ensure all such work is done properly;
- (d) ensure that any overhanging structures above the Easement Site are maintained and do not impact on the use of this easement; and
- (e) make good any collateral damage.


.....
Council Authorised Delegate



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

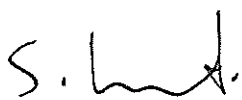
(Sheet 89 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No

SC-199/2018 of 12-11-2018

- 33.4 If the owner of the Burdened lot fails to comply with its obligations under **clauses 33.3(c) to 33.3(e)** then Council has the right at any time to give a written notice to the owner of the Burdened lot requiring compliance with those obligations.
- 33.5 If the owner of the Burdened lot fails to comply with a written notice given under **clause 33.4** within a reasonable time after its service, having regard to the nature of the action required, then Council has the right, but not the obligation, to carry out Works to the Easement Site and do anything else reasonably necessary to remedy the failure to comply specified in the notice and recover the costs from the owner of the Burdened lot as a debt immediately due and payable.
- 33.6 Subject to **clause 33.7**, before undertaking any action under **clause 33.3**, including the carrying out Works on the Easement Site, Council must provide the owner of the Burdened lot:
- (a) with reasonable prior notice of its intention to enter the Burdened lot to exercise its rights under **clause 33.3**; and
 - (b) a Schedule of Works to be carried out on the Easement Site.
- 33.7 Council is not obliged to comply with **clause 33.6** where, in the opinion of Council, reasonably held, there is an Emergency.
- 33.8 The rights granted under this easement:
- (a) are subject to the rights of the owner and any occupier of the Burdened lot and other persons lawfully entitled to use the Burdened lot from time to time, to continue to use the Easement Site in any manner whatsoever that does not prevent the exercise of the rights granted under this easement;
 - (b) may be exercised with or without animals; and


.....
Council Authorised Delegate



ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 90 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No

SC-144/2018 of 12-11-2018

- (c) are subject to possible temporary restrictions imposed by the owner of the Burdened lot for reasons of maintenance, public security or safety or any restrictions imposed by a government agency for any reason.

33.9 When exercising rights under this easement, members of the public and Authorised Persons must:

- (a) comply with the reasonable directions on any signage erected on the Burdened lot; and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the Burdened lot.

33.10 The rights and obligations under this easement will be extinguished upon the Easement Site being dedicated or transferred to Council.

34 **NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION/POSITIVE COVENANTS NUMBERED 6, 8, 9, 10 AND 11 IN THE PLAN AND EASEMENTS NUMBERED 14, 18, 28 AND 35 IN THE PLAN**

LIVERPOOL CITY COUNCIL


.....
Council Authorised Delegate



ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 91 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988 covered by Subdivision Certificate No

Sc-144/2018 of 12-11-2018

EXECUTED by Coronation (28 Shepherd Street) Pty Ltd (ACN 600 861 907) in accordance with section 127 of the Corporations Act:

Signature of Director *Joe Nahas*

Joe Nahas

Name of Director (block letters)

Signature of Director/Secretary

Name of Director/Secretary (block letters)

EXECUTED by Coronation (26 Shepherd Street) Pty Ltd (ACN 612 253 308) in accordance with section 127 of the Corporations Act:

Signature of Director *Joe Nahas*

Joe Nahas

Name of Director (block letters)

Signature of Director/Secretary

Name of Director/Secretary (block letters)

S. L. J.

Council Authorised Delegate

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 92 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No
SC-144/2018 of 12-11-2018

EXECUTED by Gresham Property Funds
Management Limited (ACN 092 191 270)
in accordance with section 127 of the
Corporations Act:

Signature of Director

[Signature]
Ami Simon

Name of Director (block letters)

Signature of Director/Secretary

[Signature]
MICHAEL BRUCE BURLEY

Name of Director/Secretary (block letters)

on behalf of
EXECUTED by Irene Paris Camillo in the
presence of *by John*

*Landerer under Power of
Attorney BK 4679 No. 850*

Signature of Witness

[Signature]
Daniel Maloney
Name of Witness

131 Castlereagh St. Sydney
Address of Witness

[Signature]
Council Authorised Delegate

Signature of **Irene Paris Camillo**

John Landerer

*I certify I am an
eligible witness and
John Landerer signed
in my presence.*

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 93 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No

SC-144/2018 of 12-11-2018

EXECUTED by ~~Shepherd Property~~ **CORONATION (33 SHEPHERD STREET) PTY LTD**
~~Nominee Pty Ltd (ACN 606 262 784)~~ in **(ACN 601 903 682)**
in accordance with section 127 of the
Corporations Act:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director (block letters)

.....
Name of Director/Secretary (block letters)

EXECUTED by **Shepherd Street
Developments Pty Ltd (ACN 600 668 120)**
in accordance with section 127 of the
Corporations Act:

.....
Signature of Director

.....
Signature of Director/Secretary

.....
JOE NAHAS
Name of Director (block letters)

.....
Name of Director/Secretary (block letters)

.....
S. L. J.
Council Authorised Delegate

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 94 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988 covered by Subdivision Certificate No

SC-144/2018 of 12-11-2018

~~EXECUTED by Westpac Banking~~

Corporation under registered power of attorney Book No. dated in the presence of

Signature of Witness

Signature of Attorney

Name of Witness

By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

Address of Witness

EXECUTED by FCCD (Australia) Nominee Pty Limited (ACN 134 182 657)

~~in accordance with section 127 of the Corporations Act~~ under registered power of attorney Book 4558 No 579 dated 31 December 2008 in the presence of

Signature of Director Witness

Signature of Director/Secretary Attorney

NICHOLE VORASHINE
Name of Director (block letters) Witness

DAVID KELLEHER
Name of Director/Secretary (block letters)

S. L. J.
Council Authorised Delegate

19/1 Macquarie Place, Sydney NSW 2000
Address of Witness

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 95 of 95 sheets)

Plan: **DP1244592**

Plan of subdivision of lot 1 in DP1241988
covered by Subdivision Certificate No
SC-144/2018 of 12-11-2018

EXECUTED by LIVERPOOL CITY
COUNCIL by its authorised delegate
pursuant to section 377 of the *Local
Government Act 1993* (NSW)

STEPHEN MONTE
Name of Delegate (block letters)

S. Monte
Signature of Delegate

SENIOR LAND DEVELOPMENT ENGINEER
Position of Delegate

I certify that I am an eligible witness and
that the delegate signed in my presence

PHILLIP PHAM
Name of Witness (block letters)

Phi
Signature of Witness

33 MOORE ST LIVERPOOL
Address of Witness

REGISTERED



08.02.2019

S. Monte
Council Authorised Delegate

COORDINATE SCHEDULE					
MARK	EAST	NORTH	CLASS	ORDER	METHOD
PM 61502	308 024.229	6 243 496.913	B	2	SCIMS FOUND
SSM 50294	308 089.085	6 243 570.060	B	2	SCIMS FOUND
SSM 153843	307 882.347	6 243 627.646	B	2	SCIMS FOUND
SSM 78222	307 958.09	6 243 345.76	D	N/A	TRAV FOUND
BM CUT IN KERB	307 991.9	6243400.8	U	U	TRAV PLACED
DATE OF SCIMS COORDINATES: 09/08/2018					
COMBINED SCALE FACTOR: 1.000049					
MGA ZONE: 56					
MGA DATUM: GD94					

HEIGHT SCHEDULE					
MARK	ADD VALUE	CLASS	ORDER	METHOD	STATE
PM 61502	10.196	LB	L2	SCIMS ADOPTED	FOUND
SSM 50294	9.402	LB	L2	SCIMS DATUM VALUATION	FOUND
SSM 153843	8.649	LB	L2	SCIMS	FOUND
BM CUT IN KERB	10.96	U	U	TRAV	PLACED
DATE OF SCIMS VALUES: 09/08/2018					
HEIGHT DATUM: AHD71					

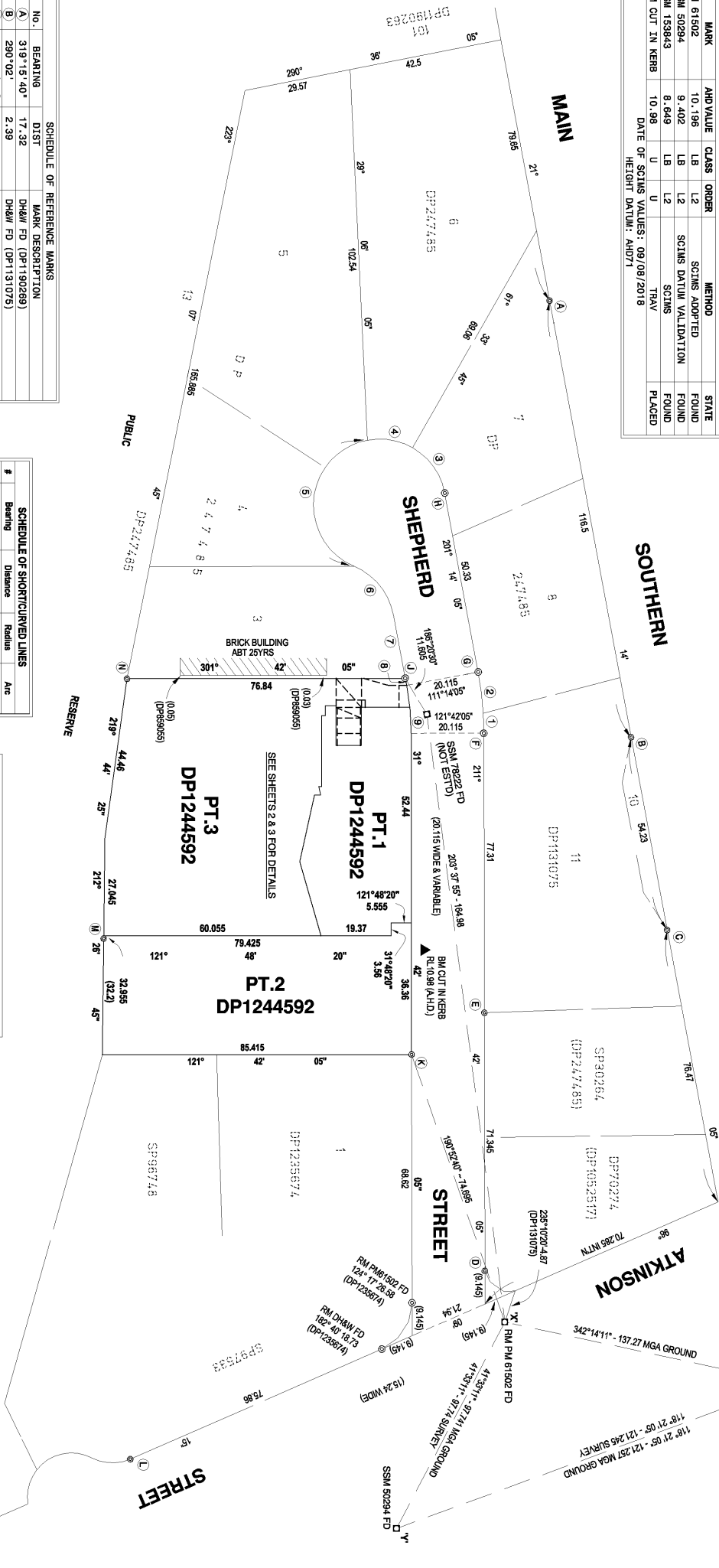
HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 61502	SSM 50294	-0.789	TRIG HEIGHTING
SSM 50294	SSM 153843	-0.782	TRIG HEIGHTING
SSM 153843	PM 61502	+1.551	TRIG HEIGHTING
PM 61502	BM CUT IN KERB	+0.784	TRIG HEIGHTING
SSM 50294	SSM 50294	-1.563	TRIG HEIGHTING
HEIGHT DATUM: AHD71			

SCHEDULE OF REFERENCE MARKS		
No.	BEARING	MARK DESCRIPTION
(A)	319°15'40"	D&W FD (DP1190289)
(B)	290°02'	D&W FD (DP1131075)
(C)	335°24'30"	D&W FD (DP1131075)
(D)	301°42'	D&W FD (DP247485)
(E)	300°06'	D&W FD (DP247485)
(F)	301°42'	D&W FD (DP247485)
(G)	291°14'	D&W FD (DP1235674)
(H)	291°14'	D&W FD (DP247485)
(J)	36°34'	D&W FD (DP1241988)
(K)	121°54'30"	D&W FD (DP1235674)
(L)	188°09'	D&W FD (DP247485)
(M)	120°17'	D&W FD (DP247485)
(N)	121°30'30"	CNR OF BRICK BLDG FD (DP1241988)

SCHEDULE OF SHORTCUTTED LINES			
#	Bearing	Distance	Radius
1	210°00'06"	5.5	93.06
2	204°46'06"	11.496	93.06
3	176°24'05"	15.365	11.6
4	131°24'05"	12.61	18.29
5	37°55'10"	35.04	46.81
6	352°55'05"	17.35	18.29
7	21°14'05"	17.79	18.075
8	21°14'05"	2	
9	26°28'05"	13.305	13.325

EASEMENTS (B), (C), (D) AND (E) ARE DEFINED ON SHEETS 2 AND 3. THESE EASEMENTS AFFECT PART OF LOTS 1 AND 3 IN DP124592 ON BASEMENT 1 AND GROUND FLOOR. NO PLAN HAS BEEN PREPARED FOR BASEMENT 2 OR LEVEL 1 & ABOVE AS THE EASEMENTS DO NOT APPEAR ON THESE LEVELS.

EASEMENTS AFFECTING THE WHOLE OF LOTS 1, 2 & 3 CREATED BY THIS PLAN:
EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)



Surveyor:
DAVID BROWNEHEAD
Date of Survey: 08/01/2019
Surveyor's Ref: 6514E2

PLAN OF EASEMENTS AFFECTING LOTS 1, 2, & 3 IN DP1244592

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio: 1:800
Lengths are in metres.

REGISTERED
22/05/2019

DP1250769

BASEMENT 1

NOTES

1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM

dRL denotes DEPTH RL OF EASEMENT

PT.1 denotes PT.1 IN DP1244592

PT.2 denotes PT.2 IN DP1244592

PT.3 denotes PT.3 IN DP1244592

ALL BEARINGS ARE PARALLEL OR PERPENDICULAR TO 31°48'20" UNLESS OTHERWISE SHOWN

EASEMENTS CREATED BY THIS PLAN:

(BB) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(CC) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM)

(DD) RIGHT TO USE LIFT 2.6 WIDE (LIMITED IN STRATUM)

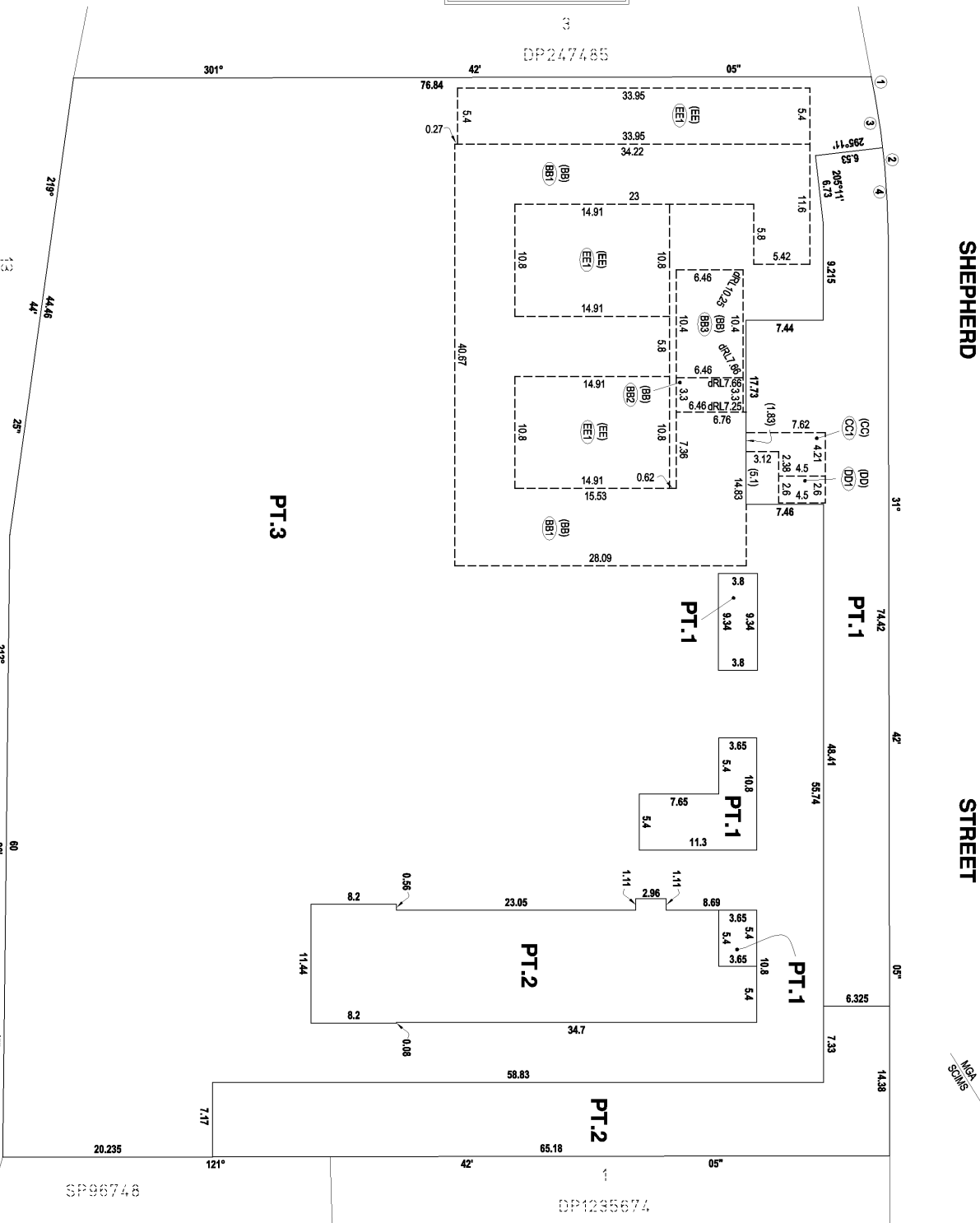
(EE) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM)

SCHEDULE OF SHORT/CURVED LINES

#	Bearing	Distance	Radius	Arc
1	21°14'05"	2	72.94	13.325
2	26°28'05"	13.305	72.94	4.935
3	23°10'20"	4.93	72.94	8.39
4	28°24'20"	8.385	72.94	8.39

SCHEDULE OF EASEMENT LIMITS

- (BB) (CC) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 7.25 AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE
- (BB) INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL 7.25 AND RL 7.66 AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE
- (BB) INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL 7.66 AND RL 10.25 AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE
- (DD) INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 7.25 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 4.3



DP247485

PUBLIC

RESERVE

SP986748

DP12366674

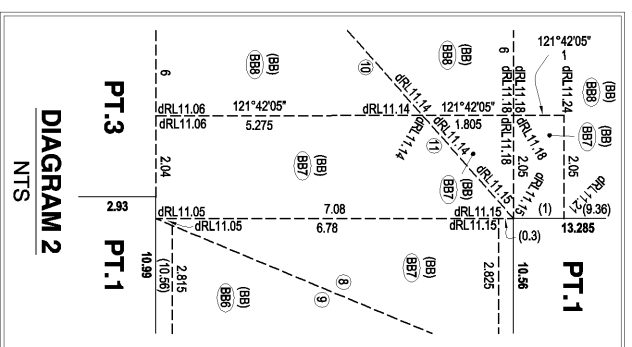
Surveyor:
DAVID BROWNHEAD
Date of Survey: 08/01/2019
Surveyor's Ref: 6514E2

PLAN OF EASEMENTS AFFECTING LOTS 1, 2, & 3 IN DP1244592

L.G.A.: LIVERPOOL
Locality: LIVERPOOL
Reduction Ratio 1:300
Lengths are in metres.

REGISTERED
22/05/2019

DP1250769



SCHEDULE OF SHORTCURRED LINES				
#	Bearing	Distance	Radius	Arc
1	21°14.05"	2		
2	26°28.93"	13.305	72.94	13.325
3	28°39.38"	6.17	72.94	6.17
4	28°53.30"	7.15	72.94	7.15
5	121°48.20"	0.81		
6	20°24"	2.43		
7	121°48.20"	1.7		
8	144°25.30"	7.345		
9	144°25.30"	7		
10	170°26"	7.885		
11	170°26"	2.73		

GROUND FLOOR

NOTES

1. ALL LEVELS ARE RELATED TO THE AUSTRALIAN HEIGHT DATUM

dRL denotes DEPTH RL OF EASEMENT

PT.1 denotes PT.1 IN DP1244592

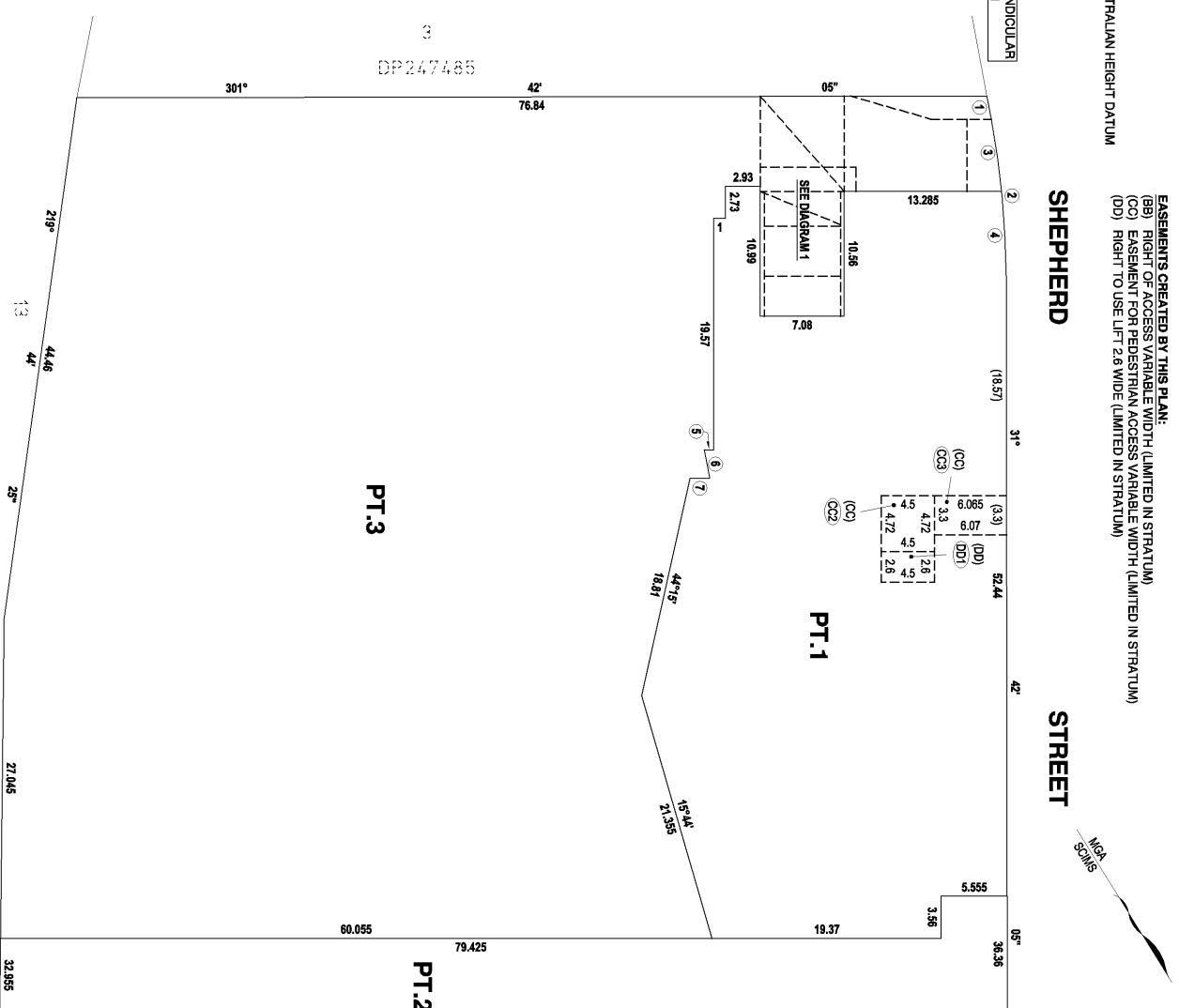
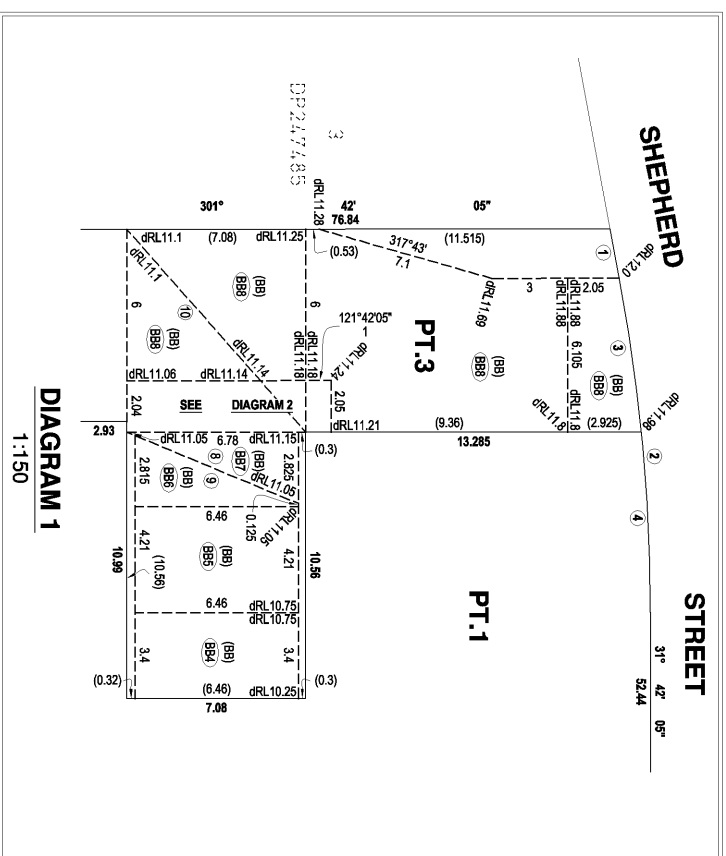
F-1.3 identifies F-1.3 IN DF 1244332

TO 31°48'20" UNLESS OTHERWISE

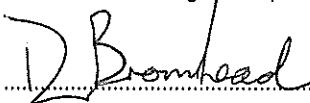
TO 31°48'20" UNLESS OTHERWISE SHOWN

SCHEDULE OF EASEMENT LIMITS

- INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL 10.25 AND RL 10.75 AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE
- INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN RL 10.75 AND RL 11.05 AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE
- INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.05 AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE
- INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE
- INDICATES EASEMENT LIMITED IN DEPTH TO THE INCLINED PLANE BETWEEN THE RL'S SHOWN ON THE PLAN AND LIMITED IN HEIGHT TO 3.0 METRES ABOVE THIS PLANE
- INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.85 AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE
- INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 11.45 AND LIMITED IN HEIGHT TO 2.3 METRES ABOVE THIS PLANE
- INDICATES EASEMENT LIMITED IN DEPTH TO THE HORIZONTAL PLANE AT RL 2.25 AND LIMITED IN HEIGHT TO THE HORIZONTAL PLANE AT RL 14.3



Surveyor: DAVID BROMHEAD Date of Survey: 08/01/2019 Surveyor's Ref: 6514E2	PLAN OF EASEMENTS AFFECTING LOTS 1, 2, & 3 IN DP1244592	L.G.A.: LIVERPOOL Locality: LIVERPOOL Reduction Ratio: 1:300 & AS SHOWN Lengths are in metres.	REGISTERED  22/05/2019	DP1250769
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PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 5 sheet(s)
Registered:  22/05/2019 Title System: TORRENS Office Use Only DP1250769		Office Use Only
PLAN OF EASEMENTS AFFECTING LOTS 1, 2 & 3 IN DP1244592		LGA: LIVERPOOL Locality: LIVERPOOL Parish: ST LUKE County: CUMBERLAND
Survey Certificate I, DAVID BROMHEAD of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 08/01/2019 *(b) ~~The part of the land shown in the plan (*being/*excluding **~~ ~~was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or~~ *(c) ~~The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.~~ Datum Line: 'X' – 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: <u>12/4/2019</u> Surveyor Identification No: 579 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:
Subdivision Certificate I, ... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.		
Plans used in the preparation of survey/compilation: DP 1244592		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.
Surveyor's Reference: 6514E2		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:



22/05/2019

Office Use Only

Office Use Only

PLAN OF EASEMENTS AFFECTING LOTS 1, 2 & 3
IN DP1244592

DP1250769

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

- 1) RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BB)
- 2) EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CC)
- 3) RIGHT TO USE LIFT 2.6 WIDE (LIMITED IN STRATUM) (DD)
- 4) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (EE)
- 5) EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)

EXECUTED by)
Coronation (26 Shepherd St) Pty Ltd)
ACN 612 253 308)
in accordance with s127 of)
the Corporations Act 2001)

Joseph Nahas
Sole Director/Secretary

EXECUTED by)
Coronation (28 Shepherd St) Pty Ltd)
ACN 600 861 907)
in accordance with s127 of)
the Corporations Act 2001)

Joseph Nahas
Sole Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6514E2

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered:



22/05/2019

Office Use Only

Office Use Only

PLAN OF EASEMENTS AFFECTING LOTS 1, 2 & 3
IN DP1244592

DP1250769

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Consent of Mortgagee

EXECUTED by Gresham Property Funds
Management Limited (ACN 092 191 270) in
accordance with section 127 of the Corporations Act:

Signature of Director

MICHAEL BRUCE BURLEY

Name of Director (block letters)

Signature of Director/Secretary

Name of Director/Secretary (block letters)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6514E2

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:



22/05/2019

Office Use Only

Office Use Only

PLAN OF EASEMENTS AFFECTING LOTS 1, 2 & 3
IN DP1244592

DP1250769

Subdivision Certificate number:

Date of Endorsement:

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Consent of Mortgagee

SIGNED SEALED AND DELIVERED by)

JOHN LANDERER)

as attorney for IRENE PARIS CAMILLO under)
registered power of attorney)

Book 4679 No. 850)

dated 15 December 2014 in the)
presence of:)

By executing this instrument the attorney states that
the attorney has received no notice of revocation of the
power of attorney

Signature of witness

ARAS LABUTIS

Name of witness (block letters)

12/66 WENTWORTH AVE, SURRY HILLS

Address of witness (block letters)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6514E2

ePlan

PLAN FORM 6A (2017)

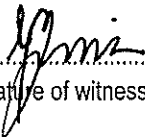
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:  22/05/2019	Office Use Only
PLAN OF EASEMENTS AFFECTING LOTS 1, 2 & 3 IN DP1244592	Office Use Only
Subdivision Certificate number: Date of Endorsement:	DP1250769 This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SIGNED SEALED AND DELIVERED by)
DAVID JAMES KELLEHER)
as attorney for FCCD (AUSTRALIA) NOMINEE PTY)
LIMITED (ACN 134 182 657) under registered power)
of attorney)

Book 4588 No. 579)
dated 12 October 2018 in the)
presence of:)


.....
Signature of witness

GEOFFREY ZIMAN
.....
Name of witness (block letters)

LEVEL 19, 1 MACQUARIE PLACE, SYDNEY
.....
Address of witness (block letters)


.....

By executing this instrument the attorney states that
the attorney has received no notice of revocation of the
power of attorney

If space is insufficient use additional annexure sheet

Surveyor's Reference: 6514E2

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 1 of 34 sheets)

Plan: **DP1250769**

Plan of easements affecting lots 1, 2 and 3
in DP1244592

Full name and
address of the
owner of the
land:

Coronation (28 Shepherd St) Pty Ltd
Coronation (26 Shepherd St) Pty Ltd
Level 2, 66 Wentworth Avenue
SURRY HILLS NSW 2010

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BB)	3/1244592	1/1235674
2	EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CC)	1/1244592	1/1235674
3	RIGHT TO USE LIFT 2.6 WIDE (LIMITED IN STRATUM) (DD)	1/1244592	1/1235674
4	EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (EE)	3/1244592	1/1235674
5	EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT)	1/1244592, 2/1244592 and 3/1244592	1/1235674


.....
Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 2 of 34 sheets)

Plan: DP1250769

Plan of easements affecting lots 1, 2 and 3
in DP1244592

PART 2 (Terms)

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this instrument, unless the context clearly indicates otherwise:

Authorised Person means every person authorised by the owner of a Benefited lot for the purposes of an easement including tenants, lessees, sub-lessees, Employees, licensees and invitees of the owner of the Benefited lot.

Authorised Users means persons accessing the Visitor Parking Spaces who have a right to do so under this instrument, the Management Statement or the Other Visitor Parking Easements.

Authority means any national, state or local government, semi-government, quasi-government or other judicial body or relevant authority and includes without limitation, Council.

Building means the building constructed within lots 1 to 3 inclusive in the Deposited Plan.

Concierge Services means services to:

- (a) control operation of the roller shutter door which provides access to the basement of the Building;
- (b) ensure that persons accessing the Visitor Parking Spaces are Authorised Users;
- (c) direct Authorised Users to and from the Visitor Parking Spaces;
- (d) refuse entry to the Building where a person is intending to access the Visitor Parking Spaces and:

.....
Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 3 of 34 sheets)

Plan: **DP1250769**

Plan of easements affecting lots 1, 2 and 3
in DP1244592

- (i) that person is not an Authorised User; or
- (ii) the person is an Authorised User but in circumstances where the Visitor Parking Spaces are at capacity; and
- (e) do anything ancillary or in connection to the tasks required in (a) to (c) above.

Committee means a building management committee constituted in accordance with a Management Statement.

Council means Liverpool City Council.

Deposited Plan means DP1244592.

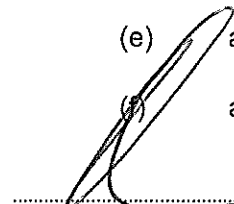
Emergency means any emergency situation, including one that involves a risk to a person's health or safety.

Emergency Equipment includes fire extinguishers, fire hoses and any other available equipment designed for similar use.

Employee means an employee, officer, contractor, consultant, agent or professional adviser as the context permits.

Facility includes:

- (a) any item of plant or equipment in the Building;
- (b) any part of the Building;
- (c) any insurance;
- (d) any service;
- (e) any provider of a service; and
- (f) anything that is not referred to in **paragraphs (a) to (e)** of this definition,


Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 4 of 34 sheets)

Plan: DP1250769

Plan of easements affecting lots 1, 2 and 3
in DP1244592

which is referred to and for which there is a provision for expenditure and how it is to be allocated in the Management Statement.

Laws means:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth of Australia and State of New South Wales; and
- (b) certificates, licences, consents, permits, approvals and requirements of any Authority or organisations having jurisdiction over Works.

Maintain includes:

- (a) keep clean and tidy;
- (b) maintain in good and serviceable condition;
- (c) maintain in structurally sound condition;
- (d) repair as necessary; and
- (e) replace as necessary.

Management Statement means a strata management statement, or building management statement, as the case may be, that is registered with the first strata plan to be registered in respect of a lot in the Deposited Plan.

Other Visitor Parking Easements means the:

- (a) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (K);
- (b) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (L); and

Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 5 of 34 sheets)

Plan: DP1250769

Plan of easements affecting lots 1, 2 and 3
in DP1244592

- (c) EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (X),

registered with the Deposited Plan.

Rules means the rules (if any) set out in the Management Statement.

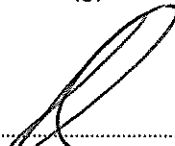
Schedule of Works means, in relation to any Works, a document containing:

- (a) a specification of the relevant Works;
- (b) a programme of the Works; and
- (c) a statement indicating the likely impact of the Works on the parties to an easement.

Security Key means a key, magnetic card or other device used to operate lifts and open and close doors, gates or roller shutters and other means of regulating access into, out of and throughout the Building.

Service means any service in the Building including:

- (a) water supply;
- (b) gas supply;
- (c) electricity supply;
- (d) air conditioning;
- (e) a telephone service;
- (f) a high speed internet service;
- (g) a digital transmission service;


.....
Authorised Person—

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 6 of 34 sheets)

Plan: DP1250769

Plan of easements affecting lots 1, 2 and 3
in DP1244592

- (h) a radio service;
- (i) a television service;
- (j) any service received and dispersed by a Special Receiving Facility;
- (k) a mobile tower;
- (l) a system for the removal and passage of sewage;
- (m) a system for the removal and passage of trade waste;
- (n) a system for the passage of water;
- (o) a mechanical ventilation system;
- (p) a fire safety or control system;
- (q) hydraulic services;
- (r) a security system;
- (s) escalators;
- (t) lifts;
- (u) closed circuit television video and audio services; and
- (v) any other service, system or facility which contributes to the amenity, or enhances the enjoyment or safety, of the Building.

Service Equipment means the structures, machinery, plant, equipment and things in the Building for the purposes of providing or facilitating the provision of a Service, including any pump, pipe, conduit, wire, cable, duct, drain, gully, trap, pit, sump, tank, mast, pole, aerial or other means by or through which a Service is or is to be provided or its provision to be facilitated.


.....
Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 7 of 34 sheets)

Plan: DP1250769

Plan of easements affecting lots 1, 2 and 3
in DP1244592

Vehicle means motor cars, motor bicycles and bicycles only.

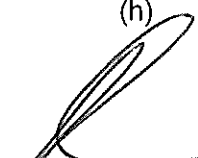
Visitor Parking Spaces has the meaning given to it in **clause 5.1(a)**.

Works includes inspecting, testing, cleaning, servicing, maintenance, repairs, relaying, renovation, alteration, renewal, reinstatement, replacement, removal without replacement, installation or construction.

1.2 References to certain terms

In this instrument unless the context clearly indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) **including** is not a word of limitation;
- (c) the words **at any time** mean at any time and from time to time;
- (d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (e) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any 2 or more of them collectively and to each of them individually;
- (f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (g) a reference to a corporation includes its successors and permitted assigns;
- (h) a reference to a document is a reference to a document of any kind, including a plan;


.....
Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 8 of 34 sheets)

Plan: **DP1250769**

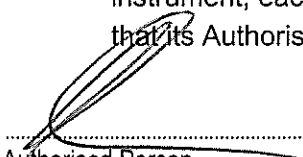
Plan of easements affecting lots 1, 2 and 3
in DP1244592

- (i) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- (j) a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (k) a reference to a time is to that time in Sydney;
- (l) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa;
- (p) words importing one gender include all other genders; and
- (q) a reference to a **Burdened lot** or a **Benefited lot** includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

1.3 Complying with the Management Statement

For each easement, positive covenant and restriction on the use of land in this instrument, each owner of a Benefited lot must take all reasonable steps to ensure that its Authorised Persons:


.....
Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 9 of 34 sheets)

Plan: **DP1250769**

Plan of easements affecting lots 1, 2 and 3
in DP1244592

- (a) comply with the terms of this instrument when exercising rights or complying with obligations under this instrument; and
- (b) comply with the Management Statement, where applicable.

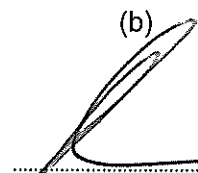
1.4 Positive covenants and maintenance requirements

A requirement in an easement that an owner of a Benefited lot or an owner of a Burdened lot Maintain the site of an easement, or any thing in the site of an easement, is a reference to maintain or repair or maintain and repair in accordance with section 88BA of the *Conveyancing Act 1919* (NSW) and is therefore intended to create a positive covenant under that section.

1.5 Release and indemnity

- (a) The owner of a Benefited lot and Authorised Persons release and indemnify the owner of a Burdened lot from and against all damage, expense, loss or liability of any nature suffered or incurred by the owner of the Burdened lot arising from or in consequence of the exercise by the owner of the Benefited lot and Authorised Persons of their rights under the easement and compliance by the owner of the Benefited lot and Authorised Persons with any obligations under the easement, including:
 - (i) loss or damage to the property of the owner or any occupier of the Burdened lot, except fair wear and tear;
 - (ii) loss, damage, expense or liability in respect of any other property; and
 - (iii) loss, expense or liability in respect of personal injury, disease, illness or death.

- (b) The relevant release and indemnity under **clause 1.5(a)** will be reduced proportionately to the extent that the damage, expense, loss or liability



Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 10 of 34 sheets)

Plan: **DP1250769**

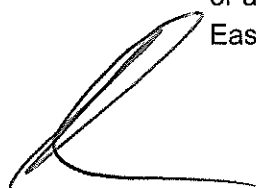
Plan of easements affecting lots 1, 2 and 3
in DP1244592

arises from a negligent act or omission of the owner of the Burdened lot or its officers, employees, contractors or agents.

2 Terms of RIGHT OF ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (BB) numbered 1 in the Plan

- 2.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the site of this easement (**Easement Site**) on foot, with wheelchairs or disabled access aids or by Vehicle for the purpose of accessing the Visitor Parking Spaces.
- 2.2 The owner of the Benefited lot and its Employees also have the right, consistent with the rights of other persons having the same or similar rights, but not the obligation, to enter and remain within the Easement Site for the purposes of providing Concierge Services to the Building.
- 2.3 The owner of the Benefited lot must not charge the owner of the Burdened lot a fee for operating the Concierge Services if choosing to exercise its rights under **clause 2.2**.
- 2.4 The owner of the Burdened lot must provide the owner of the Benefited lot with all Security Keys reasonably required by the owner of the Benefited lot to exercise its rights under this easement.
- 2.5 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Easement Site;



Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 11 of 34 sheets)

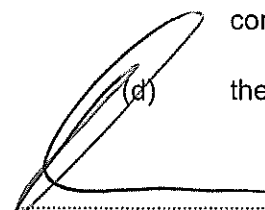
Plan: DP1250769

Plan of easements affecting lots 1, 2 and 3
in DP1244592

- (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
- (c) not park or stand a Vehicle on the Easement Site, or any other part of the Burdened lot, except where expressly permitted;
- (d) comply with any reasonable directions of:
 - (i) any Committee or any person authorised by that Committee; and
 - (ii) the owner of the Burdened lot or any person authorised by the owner of the Burdened lot; and
- (e) comply with:
 - (i) any clauses or rules set out in a Management Statement; and
 - (ii) any by-laws set out in a by-law instrument registered with a strata plan that subdivides the Burdened lot,which regulates the use of the Easement Site.

2.6 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that it is intended that:

- (a) a Management Statement will be registered;
- (b) the owner of the Burdened lot will be a member of the Committee;
- (c) under the Management Statement the Committee will have the primary responsibility to Maintain Facilities, but the owner of the Burdened lot will be required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations;
- (d) the Easement Site will be a Facility; and



Authorised Person

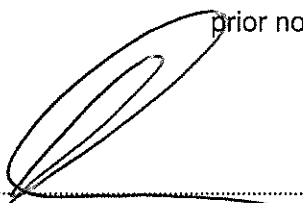
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 12 of 34 sheets)

Plan: **DP1250769**

Plan of easements affecting lots 1, 2 and 3
in DP1244592

- (e) the Committee will have the primary responsibility to Maintain the Easement Site.
- 2.7 The owner of the Burdened lot must ensure that the Easement Site is at all times operating, Maintained and insured so that it serves its purpose as a thoroughfare for Vehicles.
- 2.8 To facilitate **clause 2.7** the owner of the Burdened lot must ensure that the Committee:
 - (a) Maintains the Easement Site; and
 - (b) insures the Easement Site.
- 2.9 If, in the opinion of the owner of the Benefited lot, reasonably held, neither the owner of the Burdened lot nor the Committee is properly Maintaining the Easement Site, the owner of the Benefited lot has the right at any time to give a notice to the owner of the Burdened lot and the Committee requiring compliance with those obligations.
- 2.10 If the owner of the Burdened lot or the Committee fails to comply with a notice given under **clause 2.9** within a reasonable time after its service, having regard to the nature of the action required, then the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 2.11 Subject to **clauses 2.12** and **2.13**, before carrying out Works under this easement on the Burdened lot, the owner of the Benefited lot must:
 - (a) provide the owner of the Burdened lot and the Committee with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;


.....
Authorised Person

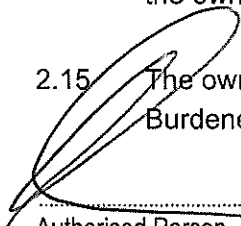
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- (b) provide to the owner of the Burdened lot and the Committee a Schedule of Works for the Works;
 - (c) provide to the owner of the Burdened lot and the Committee any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
 - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 2.12 The owner of the Benefited lot is not obliged to comply with **clauses 2.9, 2.10 or 2.11(a) to 2.11(d)** where in the opinion of the Owner of the Benefited lot, reasonably held, there is an Emergency.
- 2.13 The owner of the Benefited lot is not obliged to comply with **clauses 2.11(c) and 2.11(d)** if the carrying out of the Works results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 2.14 The owner of the Burdened lot may only withhold consent under **clause 2.11(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
- (a) the carrying out of the Works;
 - (b) the physical result after the Works are carried out; or
 - (c) both the carrying out of the Works and the physical result after the Works are carried out,
- will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.
- 2.15 The owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:


Authorised Person

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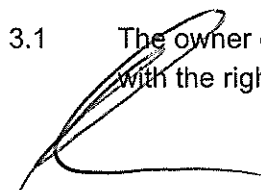
Plan of easements affecting lots 1, 2 and 3
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- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
 - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

2.16 The owner of the Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

3 Terms of EASEMENT FOR PEDESTRIAN ACCESS VARIABLE WIDTH (LIMITED IN STRATUM) (CC) numbered 2 in the Plan

3.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to pass across the



Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

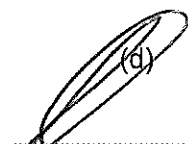
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in DP1244592

site of this easement (**Easement Site**) on foot or with wheelchairs or other disabled access aids, but excluding all motor vehicles including Vehicles.

- 3.2 The owner of the Benefited lot and its Employees also have the right, consistent with the rights of other persons having the same or similar rights, but not the obligation, to enter and remain within the Easement Site for the purposes of providing Concierge Services to the Building.
- 3.3 The owner of the Benefited lot must not charge the owner of the Burdened lot a fee for operating the Concierge Services if choosing to exercise its rights under **clause 3.3**.
- 3.4 The owner of the Burdened lot must provide the owner of the Benefited lot with all Security Keys reasonably required by the owner of the Benefited lot to exercise its rights under this easement.
- 3.5 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:
- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Easement Site;
 - (b) take all reasonable precautions so that no damage is caused to the Easement Site or any other part of the Building;
 - (c) comply with any reasonable directions of:
 - (i) any Committee or any person authorised by that Committee; and
 - (ii) the owner of the Burdened lot or any person authorised by the owner of the Burdened lot; and

(d) 
.....
Authorised Person

comply with:

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- (i) any clauses or rules set out in a Management Statement; and
- (ii) any by-laws set out in a by-law instrument registered with a strata plan that subdivides the Burdened lot,

which regulates the use of the Easement Site.

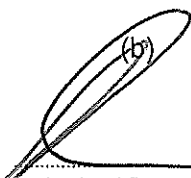
3.6 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that it is intended that:

- (a) a Management Statement will be registered;
- (b) the owner of the Burdened lot will be a member of the Committee;
- (c) under the Management Statement the Committee will have the primary responsibility to Maintain Facilities, but the owner of the Burdened lot will be required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations;
- (d) the Easement Site will be a Facility; and
- (e) the Committee will have the primary responsibility to Maintain the Easement Site.

3.7 The owner of the Burdened lot must ensure that the Easement Site is at all times operating, Maintained and insured so that it serves its purpose as a thoroughfare for pedestrians.

3.8 To facilitate **clause 3.7** the owner of the Burdened lot must ensure that the Committee:

- (a) Maintains the Easement Site; and
- (b) insures the Easement Site.



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Authorised Person

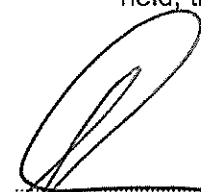
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- 3.9 If, in the opinion of the owner of the Benefited lot, reasonably held, neither the owner of the Burdened lot nor the Committee properly Maintaining the Easement Site, the owner of the Benefited lot has the right at any time to give a notice to the owner of the Burdened lot requiring compliance with those obligations.
- 3.10 If the owner of the Burdened lot or the Committee fails to comply with a notice given under **clause 3.9** within a reasonable time after its service, having regard to the nature of the action required, then the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Easement Site so that it is fit to be used for its intended purpose.
- 3.11 Subject to **clauses 3.12** and **3.13** before carrying out Works under this easement on the Burdened lot, the owner of the Benefited lot must:
- (a) provide the owner of the Burdened lot and the Committee with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
 - (b) provide to the owner of the Burdened lot and the Committee a Schedule of Works for the Works;
 - (c) provide to the owner of the Burdened lot and the Committee any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
 - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 3.12 The owner of the Benefited lot is not obliged to comply with **clauses 3.9, 3.10 or 3.11(a) to 3.11(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.


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Authorised Person

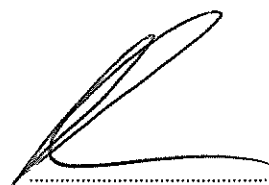
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- 3.13 The owner of the Benefited lot is not obliged to comply with **clauses 3.11(c) and 3.11(d)** if the carrying out of the Works results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 3.14 The owner of the Burdened lot may only withhold consent under **clause 3.11(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
- (a) the carrying out of the Works;
 - (b) the physical result after the Works are carried out; or
 - (c) both the carrying out of the Works and the physical result after the Works are carried out,
- will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.
- 3.15 The owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:
- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
 - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
 - (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;



Authorised Person

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- (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

3.16 The owner of the Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

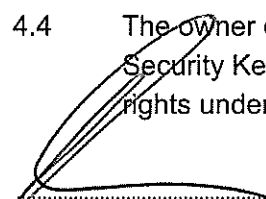
**4 Terms of RIGHT TO USE LIFT 2.6 WIDE (LIMITED IN STRATUM) (DD)
numbered 3 in the Plan**

4.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights, to access and use the lift located on the site of this easement (**Lift**).

4.2 The owner of the Benefited lot and its Employees also have the right, consistent with the rights of other persons having the same or similar rights, but not the obligation, to use the Lift for the purposes of providing Concierge Services to the Building.

4.3 The owner of the Benefited lot must not charge the owner of the Burdened lot a fee for operating the Concierge Services if choosing to exercise its rights under **clause 4.2**.

4.4 The owner of the Burdened lot must provide the owner of the Benefited lot with all Security Keys reasonably required by the owner of the Benefited lot to exercise its rights under this easement.


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Authorised Person

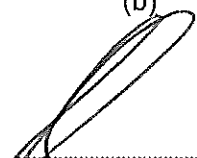
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- 4.5 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:
- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Lift;
 - (b) take all reasonable precautions so that no damage is caused to the Lift or any other part of the Building;
 - (c) leave the Lift clean and tidy after use; and
 - (d) comply with any reasonable directions of:
 - (i) any Committee or any person authorised by that Committee; and
 - (ii) the owner of the Burdened lot or any person authorised by the owner of the Burdened lot; and
 - (e) comply with:
 - (i) any clauses or rules set out in a Management Statement; and
 - (ii) any by-laws set out in a by-law instrument registered with a strata plan that subdivides the Burdened lot,which regulates the use of the Lift.
- 4.6 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that it is intended that:
- (a) a Management Statement will be registered;
 - (b) the owner of the Burdened lot will be a member of the Committee;



.....
Authorised Person

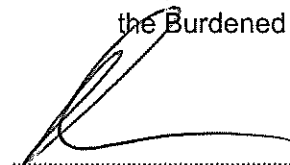
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- (c) under the Management Statement the Committee will have the primary responsibility to Maintain Facilities, but the owner of the Burdened lot will be required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations;
 - (d) the Lift will be a Facility; and
 - (e) the Committee will have the primary responsibility to Maintain the Lift.
- 4.7 The owner of the Burdened lot must ensure that the Lift is at all times operating, Maintained and insured so that it serves its purpose.
- 4.8 To facilitate **clause 4.7** the owner of the Burdened lot must ensure that the Committee:
- (a) Maintains the Lift; and
 - (b) insures the Lift.
- 4.9 If, in the opinion of the owner of the Benefited lot, reasonably held, neither the owner of the Burdened lot nor the Committee is properly Maintaining the Lift, the owner of the Benefited lot has the right at any time to give a notice to the owner of the Burdened lot and the Committee requiring compliance with those obligations.
- 4.10 If the owner of the Burdened lot or the Committee fails to comply with a notice given under **clause 4.8** within a reasonable time after its service, having regard to the nature of the action required, then the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Lift so that it is fit to be used for its intended purpose.
- 4.11 Subject to **clauses 4.12** and **4.13** before carrying out Works under this easement on the Burdened lot, the owner of the Benefited lot must:



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Authorised Person

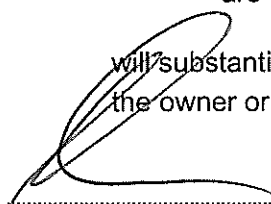
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- (a) provide the owner of the Burdened lot and the Committee with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
 - (b) provide to the owner of the Burdened lot and the Committee a Schedule of Works for the Works;
 - (c) provide to the owner of the Burdened lot and the Committee any other information which the Owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
 - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 4.12 The owner of the Benefited lot is not obliged to comply with **clauses 4.9, 4.10 or 4.11(a) to 4.11(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 4.13 The owner of the Benefited lot is not obliged to comply with **clauses 4.11(c) and 4.11(d)** if the carrying out of the Works results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.
- 4.14 The owner of the Burdened lot may only withhold consent under **clause 4.11(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:
- (a) the carrying out of the Works;
 - (b) the physical result after the Works are carried out; or
 - (c) both the carrying out of the Works and the physical result after the Works are carried out,
- will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.


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Authorised Person

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- 4.15 The owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:
- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
 - (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
 - (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and
 - (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.
- 4.16 The owner of the Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.



.....
Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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5 Terms of EASEMENT FOR VISITOR PARKING VARIABLE WIDTH (LIMITED IN STRATUM) (EE) numbered 4 in the Plan

5.1 The owner of the Benefited lot and Authorised Persons have the right, consistent with the rights of other persons having the same or similar rights:

- (a) to use the visitor parking spaces located on the site of this easement for the parking of Vehicles (**Visitor Parking Spaces**); and
- (b) for those Vehicles to enter and pass across that part of the Burdened lot which provides access to and egress from the Visitor Parking Spaces.

5.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of the Burdened lot or any other person entitled to use the Visitor Parking Spaces;
- (b) take all reasonable precautions so that no damage is caused to the Visitor Parking Spaces or any other part of the Building;
- (c) comply with any reasonable directions of:
 - (i) any Committee or any person authorised by that Committee; and
 - (ii) the owner of the Burdened lot or any person authorised by an owner of the Burdened lot; and
- (d) comply with:
 - (i) any clauses or rules set out in a Management Statement; and
 - (ii) any by-laws set out in a by-law instrument registered with a strata plan that subdivides the Burdened lot,


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Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

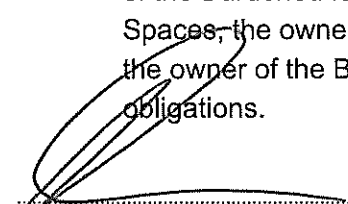
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which regulates the use of the Visitor Parking Spaces.

- 5.3 The owner of the Benefited lot and the owner of the Burdened lot acknowledge that it is intended that:
- (a) a Management Statement will be registered;
 - (b) the owner of the Burdened lot will be a member of the Committee;
 - (c) under the Management Statement the Committee will have the primary responsibility to Maintain Facilities, but the owner of the Burdened lot will be required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations;
 - (d) the Visitor Parking Spaces will be a Facility; and
 - (e) the Committee will have the primary responsibility to Maintain the Visitor Parking Spaces.
- 5.4 The owner of the Burdened lot must ensure that the Visitor Parking Spaces are at all times operating, Maintained and insured so that it serves its purpose.
- 5.5 To facilitate **clause 5.4** the owner of the Burdened lot must ensure that the Committee:
- (a) Maintains the Visitor Parking Spaces e; and
 - (b) insures the Visitor Parking Spaces.
- 5.6 If, in the opinion of the owner of the Benefited lot, reasonably held, neither the owner of the Burdened lot nor the Committee is properly Maintaining the Visitor Parking Spaces, the owner of the Benefited lot has the right at any time to give a notice to the owner of the Burdened lot and the Committee requiring compliance with those obligations.


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Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

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- 5.7 If the owner of the Burdened lot or the Committee fails to comply with a notice given under **clause 5.6** within a reasonable time after its service, having regard to the nature of the action required, then the owner of the Benefited lot has the right, but not the obligation, to carry out Works and do anything else it considers reasonably necessary in relation to the Visitor Parking Spaces so that it is fit to be used for its intended purpose.
- 5.8 Subject to **clauses 5.9** and **5.10**, before carrying out Works under this easement on the Burdened lot, the owner of the Benefited lot must:
- (a) provide the owner of the Burdened lot and the Committee with reasonable prior notice of its intention to enter the Burdened lot to carry out Works;
 - (b) provide to the owner of the Burdened lot and the Committee a Schedule of Works for the Works;
 - (c) provide to the owner of the Burdened lot and the Committee any other information which the owner of the Burdened lot reasonably requires so it can assess the effect of the Works; and
 - (d) obtain the consent of the owner of the Burdened lot to the carrying out of the Works.
- 5.9 The owner of the Benefited lot is not obliged to comply with **clauses 5.6, 5.7** or **5.8(a) to 5.8(d)** where in the opinion of the owner of the Benefited lot, reasonably held, there is an Emergency.
- 5.10 The owner of the Benefited lot is not obliged to comply with **clauses 5.8(c)** and **5.8(d)** if the carrying out of the Works results from or arises out of the need to comply with any applicable Law or the requirements of any relevant Authority.


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Authorised Person

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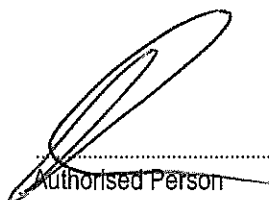
5.11 The owner of the Burdened lot may only withhold consent under **clause 5.8(d)** to the carrying out of Works if, in the opinion of the owner of the Burdened lot, reasonably held:

- (a) the carrying out of the Works;
- (b) the physical result after the Works are carried out; or
- (c) both the carrying out of the Works and the physical result after the Works are carried out,

will substantially detrimentally affect the use and enjoyment of the Burdened lot by the owner or any occupier of the Burdened lot.

5.12 The owner of the Benefited lot must, while Works are being carried out in the Burdened lot under this easement, take all reasonable steps, to:

- (a) minimise interruption to or interference with the use and enjoyment of the Burdened lot;
- (b) minimise interruption to or interference with any Service and any associated Service Equipment; and
- (c) ensure that:
 - (i) all necessary safety measures are taken;
 - (ii) the Works are carried out in a proper and workmanlike manner and in accordance with any applicable Law and the requirements of any relevant Authority;
 - (iii) all reasonable precautions are taken to ensure as little damage as possible is caused to the Burdened lot; and



.....
Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 28 of 34 sheets)

Plan: **DP1250769**

Plan of easements affecting lots 1, 2 and 3
in DP1244592

- (iv) as soon as reasonably practicable after completing the carrying out of the Works, the Burdened lot is restored as nearly as reasonably practicable to its condition before the carrying out of the Works.

5.13 The owner of the Benefited lot and the owner of the Burdened lot must, in good faith, consult with each other in relation to the need for and the nature and timing of Works to be carried out in the Burdened lot with a view to reaching an agreement which allows the Works to be carried out in a cost effective, efficient and safe manner.

6 Terms of EASEMENT FOR EMERGENCY EGRESS (WHOLE OF LOT) numbered 5 in the Plan

6.1 The owner of the Benefited lot and Authorised Persons have the right, in an Emergency requiring the evacuation from a Burdened lot or a part of a Burdened lot, including for the purposes of a fire practice drill, consistent with the rights of other persons having the same or similar rights, to:

- (a) pass across the parts of a Burdened lot capable of being used for the purpose, including fire stairs and passages (**Easement Site**), in order to exit a Burdened lot; and
- (b) use any Emergency Equipment located on a Burdened lot.

6.2 When exercising rights or complying with obligations under this easement, the owner of the Benefited lot and Authorised Persons must:

- (a) cause as little disturbance and inconvenience as practicable to the owner or any occupier of a Burdened lot or any other person entitled to use the Easement Site;


.....
Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 29 of 34 sheets)

Plan: DP1250769

Plan of easements affecting lots 1, 2 and 3
in DP1244592

- (b) only use the Easement Site and Emergency Equipment for their intended purposes; and
- (c) comply with any reasonable directions of:
 - (i) the Committee or any person authorised by the Committee; or
 - (ii) the owner of a Burdened lot.

6.3 The owner of the Benefited lot and the owner of each Burdened lot acknowledge that it is intended that:

- (a) a Management Statement will be registered;
- (b) the owner of each Burdened lot will be a member of the Committee;
- (c) under the Management Statement the Committee will have the primary responsibility to Maintain Facilities, but the owner of a Burdened lot will be required to Maintain a Facility located in its lot if the Committee fails to comply with its obligations;
- (d) part of the Easement Site and the Emergency Equipment will be a Facility; and
- (e) the Committee will have the primary responsibility to Maintain part of the Easement Site and the Emergency Equipment.


.....
Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 30 of 34 sheets)

Plan: **DP1250769**

Plan of easements affecting lots 1, 2 and 3
in DP1244592

**EXECUTED by CORONATION (28
SHEPHERD ST) PTY LTD (ACN 600 861
907) in accordance with section 127 of the
Corporations Act:**

Signature of Director

Sole Director / Secretary

JOSEPH NAHAS

Name of Director (block letters)

Sole Director / Secretary

Signature of Director/Secretary

Name of Director/Secretary (block letters)

**EXECUTED by CORONATION (26
SHEPHERD ST) PTY LTD (ACN 612 253
308) in accordance with section 127 of the
Corporations Act:**

Signature of Director

Sole Director / Secretary

JOSEPH NAHAS

Name of Director (block letters)

Sole Director / Secretary

Signature of Director/Secretary

Name of Director/Secretary (block letters)

Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 31 of 34 sheets)

Plan: **DP1250769**

Plan of easements affecting lots 1, 2 and 3
in DP1244592

EXECUTED by GRESHAM PROPERTY
FUNDS LIMITED (ACN 092 191 270) in
accordance with section 127 of the
Corporations Act.

.....
Signature of Director

MICHAEL BRUCE BURLEY
.....
Name of Director (block letters)

.....
Signature of Director/Secretary

LAUREN MAGRAITH
.....
Name of Director/Secretary (block letters)

.....
Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 32 of 34 sheets)

Plan: **DP1250769**

Plan of easements affecting lots 1, 2 and 3
in DP1244592

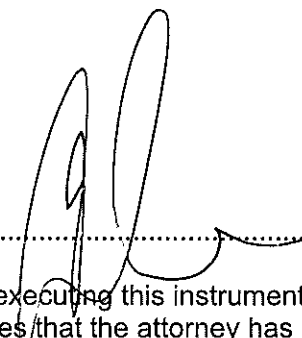
SIGNED SEALED AND DELIVERED by
JOHN LANDERER

as attorney for **IRENE PARIS CAMILLO**
under registered power of attorney

Book 4679 No. 850

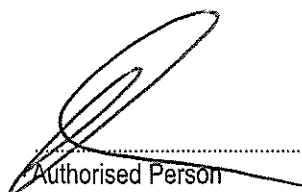
dated 15 December 2014 in the
presence of:

Agatina Mollica
Signature of witness


By executing this instrument the attorney
states that the attorney has received no
notice of revocation of the power of attorney

AGATINA MOLLIKA
Name of witness (block letters)

31/133 CASTLEREACH ST, SYDNEY
Address of witness (block letters)


Authorised Person

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 33 of 34 sheets)

Plan: **DP1250769**

Plan of easements affecting lots 1, 2 and 3
in DP1244592

EXECUTED by **SHEPHERD STREET
DEVELOPMENTS PTY LTD (ACN 600 668
120)** in accordance with section 127 of the
Corporations Act:

.....
Signature of Director

Sole Director / Secretary

.....
JOSEPH NAHAS
Name of Director (block letters)

Sole Director / Secretary

.....
Signature of Director/Secretary

.....
Name of Director/Secretary (block letters)

.....
Authorised Person

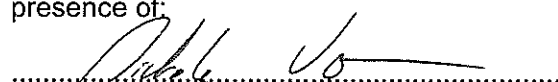
Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B of the Conveyancing Act 1919.

(Sheet 34 of 34 sheets)

Plan: **DP1250769**

Plan of easements affecting lots 1, 2 and 3
in DP1244592

SIGNED SEALED AND DELIVERED by
DAVID JAMES KELLEHER
as attorney for **FCCD (AUSTRALIA)**
NOMINEE PTY LIMITED (ACN 134 182
657) under registered power of attorney
Book 4588 No. 579
dated 21 November 2008 in the
presence of:


Signature of witness



By executing this instrument the attorney
states that the attorney has received no
notice of revocation of the power of attorney

NICHOLE VOROSHINE
Name of witness (block letters)

19/1 Argueric Place, Sydney NSW 2000
Address of witness (block letters)

REGISTERED



22/05/2019



Authorised Person

Lodger Details

Lodger Code 506637C
Name W M LAWYERS PTY LIMITED WM LAWYERS
Address SE 505, 67 CASTLEREAGH ST
SYDNEY 2000
Lodger Box 1W
Email WILLIAM@WMLAWYERS.COM.AU
Reference WHELAN/SP99169

Land Registry Document Identification

AR528365

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP99169	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP99169
Other legal entity

Meeting Date

06/05/2021

Repealed by-law No.

Details Not Applicable

Added by-law No.

Details Special By-Law 1

Amended by-law No.

Details Not Applicable

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP99169

Signer Name WILLIAM ANTHONY MUSGRAVE

Signer Organisation W M LAWYERS PTY LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 18/10/2021

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Leave this space clear. Affix additional
pages to the top left-hand corner.

**Strata Schemes Management Act 2015
Real Property Act 1900**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP 99169				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box</td><td>Name Company Whelan Property Group Address PO BOX 75 STRAWBERRY HILLS NSW 2012 E-mail grace@whelanproperty.com.au Contact Number (02) 9219 4111 Customer Account Number Reference WPG/99169/SBL1</td></tr></table>	Document Collection Box	Name Company Whelan Property Group Address PO BOX 75 STRAWBERRY HILLS NSW 2012 E-mail grace@whelanproperty.com.au Contact Number (02) 9219 4111 Customer Account Number Reference WPG/99169/SBL1	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box	Name Company Whelan Property Group Address PO BOX 75 STRAWBERRY HILLS NSW 2012 E-mail grace@whelanproperty.com.au Contact Number (02) 9219 4111 Customer Account Number Reference WPG/99169/SBL1				
CODE CH					

- (C) The Owner-Strata Plan No. 99169 certify that a special resolution was passed on 6/5/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. Special By-Law 1
Amended by-law No. NOT APPLICABLE
as fully set out below :
Please refer to attached Consolidated By-Laws
Please see page 26 for added Special By-Law 1.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A
- (G) The seal of The Owners-Strata Plan No. 99169 was affixed on 14/10/2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: 
Name: Michael Price
Authority: Strata Managing Agent
Signature:
Name:
Authority:





BY-LAW CONSOLIDATION

The Owners – Strata Plan 99169





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WHELAN PROPERTY GROUP
 STRATA MANAGEMENT SERVICES

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1 Definition

1.1 In these By-Laws the following terms (in any form) mean:

Advertising Period means the period commencing on and from the date of registration of these By-Laws and continuing thereafter for a term not exceeding twenty four (24) months.

Air Conditioning Equipment means air conditioning plant, equipment and air conditioning units and includes all cables, conduits, ducts, grills, pipes, wires and vents associated with the Air Conditioning Equipment.

Animal Register means a register kept with the books and records of the Owners Corporation recording all information the Owners Corporation has received in connection Household Animals kept on the Parcel.

Authority means any national, state or local government, semi-government quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction or any power in relation to the Strata Scheme.

Balcony means a balcony and a terrace in a Lot.

Basement means the basement to the Building.

Building has the meaning given to it in the Strata Management Statement.

Building D means the strata building known as 'building D' which is constructed within the Parcel.

Building Manager means the building manager appointed by the Committee.

Building Works means additions, alterations, repairs, replacement or works to a Lot or Common Property.

By-Laws means these By-Laws registered with the Strata Plan.

Committee means the building management committee established and maintained by the Members in accordance with the Strata Management Statement for the Strata Scheme.

Common Infrastructure has the same meaning as it has in the Development Act.

Common Property means any part of a parcel that is not comprised in a Lot (including any Common Infrastructure that is not part of a Lot) otherwise has the same meaning as noted in the Development Act.

Common Property Rights By-Law has the same meaning as noted in Section 142 of the Management Act.

Cosmetic Works has the same meaning as noted in Section 109 of the Management Act.

Council means Liverpool City Council.

Development Act means the Strata Schemes Development Act 2015 (NSW) as amended.

Direct Route means the shortest and most common route to access or egress from a Facility of which the Committee may at its sole discretion direct via any such signage or notice as provided to a lot Owner or Occupier to which no objection can be raised.

Facilities has the same meaning as it does in the Strata Management Statement.

Floor Coverings means the materials within an Owner or Occupier's Lot used to protect or decorate the floor space throughout the lot.



Government Agency means any business or organisation established under an act, statute or any other legislative means so authorised or permitted to operate by the New South Wales or Commonwealth Parliament as the case may be.

Household Animal means a domestic animal such as a dog, cat or rabbit that is traditionally kept for domestic purposes and does not exceed nine (9) kilograms in weight.

Lot means a lot in the Strata Scheme and otherwise has the same meaning as noted in the Development Act.

Management Act means the Strata Schemes Management Act 2015 (NSW) as amended.

Minor Renovations has the same meaning as noted in Section 110 of the Management Act.

Occupier means the occupier, mortgagee in possession, lessee or licensee of a Lot, including a person occupying a Lot under a Short-term Rental Accommodation Arrangement.

Owner means the registered proprietor of a Lot and includes a mortgagee in possession of a Lot.

Owners Corporation means the Owners Corporation established on registration of the **Strata Plan** that is made up of all Owners within the Strata Scheme.

Parcel means the land comprising the Lots and Common Property in the Strata Scheme.

Rooftop means the rooftop facilities located on the top floor of the Block D Building.

Security Key means a key, magnetic card or any other such device to be used to operate lifts, open and close doors, gates or roller shutters so as to regulate the access into, out of and throughout the Building.

Short-term Rental Accommodation Arrangement has the meaning given to it in section 54A of the Fair Trading Act 1987 (NSW).

Strata Committee means the strata committee of the Owners Corporation established under the Management Act.

Strata Management Statement means the document registered against the Strata Scheme containing the requirements (in addition to these By-Laws) with which an Owner, Occupier and the Owners Corporation must comply with.

Strata Plan means the Strata Plan registered with these By-Laws.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan and otherwise has the meaning as it has in the Development Act and Management Act.

Stratum Lot means a stratum Lot in the Building that has not been subdivided by a strata plan under the Development Act.

Visitor Parking means any parking space designated as such by the Owners Corporation or Committee permitting car parking to an invitee of an Owner or Occupier.

Waste Chute means a chute located within Building D for the disposal of waste.

Waste Compactor means the plant, equipment, device or otherwise located in the Basement for the compacting of waste.

Window Coverings means but is not limited to; any curtain, blinds, louvres or other material used to cover a window whether partially or wholly.

1.2 Rules of Interpretation

(a) In these By-Laws, a reference to:

(i) a thing includes the whole or each part of it;



- (ii) the singular includes the plural and vice versa;
- (iii) a document includes any variation or replacement of it;
- (iv) a day means the period starting at midnight and ending 24 hours later;
- (v) a law, ordinance or code includes regulations and other instruments under it any consolidations, amendments, re-enactments or replacements of them;
- (vi) any person includes that person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns and includes a corporation; and
- (vii) the words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings are for convenience and do not affect the interpretation of these By-Laws.

1.4 Severability

If the whole or any part or a provision in these By-Laws is void, unenforceable or illegal, that that provision or part provision is severed from the By-Laws. The remaining By-Laws have full force and effect unless the severance alters the basic nature of a By-Law or is contrary to public policy.

1.5 Discretion in exercising rights

The Owners Corporation and the Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless the By-Laws expressly state otherwise).

1.6 Partial exercise of rights

If the Owners Corporation, Committee, an Owner or an Occupier do not fully exercise a right or remedy full at any given time. they may still exercise it later.

1.7 Remedies cumulative

The rights and remedies provided in the By-Laws are in addition to other rights and remedies given by law independently of the By-Laws.

2 About the By-Laws

2.1 Purpose of the By-Laws

The By-Laws regulate the day-to-day management and operation of the Lots the subject of the Strata Plan registered with these By-Laws. The By-Laws are essential for the Owners Corporation, Owners and Occupiers to maintain the quality of the Lots in the Strata Plan and enhance the use and enjoyment therein of the Lots and Common Property.

2.2 Who must comply with the By-Laws?

The Owners Corporation, Owners and Occupiers must comply with the By-Laws.



3 Common Property Rights By-Laws

3.1 Purpose of Common Property Rights By-Laws

- (a)** The purpose of Common Property Rights By-Laws is to provide for the fair and reasonable apportionment of costs for maintaining and replacing Common Property; and
- (b)** Common Property Rights By-Laws render Owners responsible for the Common Property that they exclusively use or have the benefit of.

3.2 Occupiers may exercise rights

Where an Owner permits an Occupier to exercise the rights conferred on that Owner pursuant to a Common Property Rights By-Law that Owner remains responsible to the Owners Corporation and where appropriate any Government Agency to comply with the obligations under the Common Property Rights By-Law.

3.3 Repairing damage

An Owner or that person permitted to exercise the rights conferred on an Owner pursuant to a Common Property Rights By-Law must repair damage caused by the Owner or person otherwise permitted to the Common Property or the property of another Owner or Occupier when exercising the rights or complying with obligations under a Common Property Rights By-Law.

3.4 Indemnities

Owners, Occupiers or any person so permitted to exercise the rights conferred on an Owner pursuant to a Common Property Rights By-Law indemnify the Owners Corporation against all claims and liabilities caused by exercising the rights or complying with the obligations under a Common Property Rights By-Law.

3.5 Additional Insurances

In addition to any obligations pursuant to By-Law 42 an Owner or Occupier must reimburse the Owners Corporation for any increased premium for an insurance policy of the Owners Corporation caused as a result of exercising the rights or performing the obligations under a Common Property Rights By-Law.

4 Strata Management Statement

4.1 Purpose

The Strata Management Statement contains requirements (in addition to these By-laws) with which an Owner, Occupier and the Owners Corporation must comply with including, but not limited to:

- (a)** requirements for the use and operation of Facilities;
- (b)** the apportionment of costs for Facilities; and
- (c)** insurance requirements for an Owner, Occupier and the Owners Corporation.

4.2 Owners, Occupiers and the Owners Corporation must comply with the Strata Management Statement and any agreement made under it.

4.3 In the instance of an inconsistency between the terms of the Strata Management Statement and these By-Laws the Strata Management Statement will prevail to the extent of any such inconsistency.



5 Vehicles and Parking

- 5.1** An Owner or Occupier must not park or stand any motor vehicle, bicycle or other vehicle on Common Property, or permit a motor vehicle to be parked or stood on Common Property, except with the prior written approval of the Owners Corporation or as permitted by a sign authorised by the Owners Corporation.
- 5.2** An Owner or Occupier must not park any motor vehicle on any part of the Common Property designated as Visitor Parking.
- 5.3** An Owner or Occupier must only park a motor vehicle in a car space designated to their Lot.
- 5.4** An Owner or Occupier must not permit a visitor to park or stand a motor vehicle for a continuous period of more than 12 hours on that part of the Common Property designated as Visitor Parking.
- 5.5** An Owner or Occupier must not enclose any car space of their Lot or erect any thing on their car space or perform or permit any act which would otherwise obstruct the use of another Owner or Occupier's car space.

6 Keeping of Animals

- 6.1** Subject to By-Law 6.10, an Owner or Occupier of a Lot may keep one Household Animal on the Lot but only with the written approval of the Owners Corporation.
- 6.2** However an Occupier seeking approval from the Owners Corporation pursuant to By-Law 6.1 must obtain the consent of the Owner and the approval must therein be sought by the Owner on behalf of the Occupier.
- 6.3** A request for written approval of the Owners Corporation must include the following details in relation to the Household Animal:
 - (a)** the species;
 - (b)** the breed;
 - (c)** the gender and evidence it has been de-sexed;
 - (d)** the weight and evidence therein that complies with By-Law 6.4;
 - (e)** a photograph of the Household Animal taken not later than 3 months from the date an application for written approval is sought; and
 - (f)** all Council registration details.
- 6.4** The Household Animal can be a small cat, dog, or rabbit that is traditionally kept for domestic purposes and must not exceed 9 kilograms in weight at any point in time.
- 6.5** The Owners Corporation must not unreasonably withhold its approval of the keeping of a Household Animal on a Lot or the Common Property and must give and Owner or Occupier written reasons for any refusal to grant approval.
- 6.6** Any approval granted by the Owners Corporation under this By-Law is limited to:
 - (a)** the natural life of the Household Animal so approved; and
 - (b)** the specific Owner or Occupier to which approval is granted as it the approval cannot be transferred, extended or assigned.



- 6.7** If an Owner or Occupier of a Lot keeps a Household Animal on the Lot, the Owner or Occupier must:
- (a)** keep the Household Animal within the Lot; and
 - (b)** ensure the Household Animal does not enter or remain on Common Property for any such period of time except as permitted in accordance with By-Law 6.13(a); and
 - (c)** take any action that is necessary to clean all areas of the Lot or the Common Property that are soiled by the Household Animal; and
 - (d)** ensure that the Household Animal is vaccinated, microchipped and registered with the Council; and
 - (e)** reduce any excessive noise of the Household Animal so as not to interfere with use and enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- 6.8** The Owners Corporation may withdraw its approval to keep a Household Animal on the Lot under this By-Law at any time if:
- (a)** the Owners Corporation has issued a notice to the Owner or Occupier directing that the Owner or Occupier comply with a condition in this By-Law which the Owners Corporation believes.
 - (b)** If the Owners Corporation forms the view that the Household Animal has become:
 - (i)** vicious or aggressive; or
 - (ii)** has caused on a continuing basis, annoyance, noise disturbance or other disturbance or nuisance to other Owners or Occupiers which has and is interfering with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property; or
 - (iii)** the Household Animal exceeds nine (9) kilograms in weight;
- the Owners Corporation may withdraw its approval to keep a Household Animal on the Lot.
- 6.9** An Owner or Occupier who has received a notice under this By-Law must comply with the requirements of the notice within fourteen (14) days of receiving it.
- 6.10** By-law 6.1 does not apply to the keeping of an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth by an Owner or Occupier of a Lot.
- 6.11** An Owner or Occupier of a Lot who keeps an assistance animal on the Lot must, if required to do so by the Owners Corporation, provide evidence to the Owners Corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.
- 6.12** The Owners Corporation must establish and shall keep at all times an Animal Register to record:
- (a)** any information provided to the Owners Corporation pursuant to By-Law 6.3; and
 - (b)** details of complaints and/or contraventions of this By-Law.



6.13 In relation to any Household Animal approved under this By-Law the person so charged with its supervision must:

- (a)** carry the Household Animal over the Common Property;
- (b)** make good within seven (7) days, or bear the cost of making good on demand by the Owners Corporation, any cleaning or damage caused to Common Property by the Household Animal. Any amount due under this By-Law may be recovered as a debt due and debited against the Owner's ledger;
- (c)** immediately clean up any excrement or refuse left upon Common Property by the Household Animal;
- (d)** ensure the Household Animal is effectively controlled or otherwise contained/restrained and, without limiting the generality of the foregoing, ensure the Household Animal does not wander or escape onto another Owner or Occupier's Lot or onto Common Property; and
- (e)** ensure waste generated from Household Animals is treated and disposed of in accordance with any directives of the Owners Corporation from time to time, and, without limiting the generality of this By-Law, ensure:
 - (i)** all waste from a Household Animal is double-bagged or placed in large, strong sealed bags; and
 - (ii)** waste or litter is not placed in toilets.

7 Noise

7.1 An Owner or Occupier of a Lot, or any invitee of an Owner or Occupier of a Lot, must not create any noise on a Lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using Common Property.

7.2 Owners and Occupiers are to maintain an acceptable level and duration of any noise transmission within the Strata Scheme the subject of these By-Laws to minimise the interference of the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

7.3 Equipment and Machinery

Owners and Occupiers must ensure that any equipment and machinery contained or operated within the Owner or Occupier's Lot or Common Property does not cause vibrations or noise in any part of the Strata Scheme which would interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

7.4 Use of Power Tools

Power tools may only be used between the hours of 7.30 am to 5.30 pm Monday to Friday and 9.00 am to 3.00 pm on a Saturday. Power tools are not to be used on a Sunday or any public holiday unless otherwise approved by the Owners Corporation.



7.5 Musical Instruments

In this By-Law 7: musical instruments include any instrument created or adapted to make musical sounds except a bass guitar, drum or drum kit, however:

- (a)** musical instruments may only be played between 9.00am to 8.00pm Monday to Saturday and 10.00am to 7.00pm on a Sunday; and
- (b)** a bass guitar, drum or drum kit is not permitted to be played during or outside the hours noted above in By-Law 7.5(a).

7.6 Playing Music

Music associated with any electronic device such as but not limited to a television, radio or other such device including a musical instrument noted in By-law 7.5 which emanates from the boundary of an Owner or Occupier's Lot must not exceed 65dB(A) unless otherwise approved by the Owners Corporation.

7.7 Noise Generally

An Owner or Occupier of a Lot must not perform any actions in rapid succession whether on the floor or interior walls of a Lot which would cause noise or vibrations in adjoining Lots that would interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

8 Behaviour of Owners, Occupiers and Invitees

- 8.1** An Owner or Occupier of a Lot, or any invitee of an owner or Occupier of a Lot, when on Common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using the Common property.
- 8.2** An Owner or Occupier of a Lot must take all reasonable steps to ensure that invitees of the Owner or Occupier:
 - (a)** do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using Common property;
 - (b)** comply at all times with each and every By-Law as it may apply and promptly and peacefully leave the Building in the event of a breach of any of the By-Laws; and
 - (c)** without limiting paragraphs (a) and (b), that invitees comply with this By-law 8.

9 Smoke Penetration

- 9.1** An Owner or Occupier of a Lot, and any invitee of the Owner or Occupier, must not smoke tobacco or any other substance on the Common Property.



- 9.2** A person who is permitted under this By-Law to smoke tobacco or any other substance on Common Property must ensure that the smoke does not penetrate to any other Lot.
- 9.3** An Owner or Occupier of a Lot must ensure that smoke caused by the smoking of tobacco or any other substance by the Owner or Occupier, or any invitee of the Owner or Occupier, on the lot does not penetrate to the Common Property or any other Lot.

10 Appearance of Lot & Balconies

- 10.1** The Owner or Occupier of a Lot must not, maintain within the Lot anything visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the rest of the Building.
- 10.2** This By-Law 10 does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with By-Law 13.

11 Advertising and Signage

- 11.1** An Owner, Occupier or any invitee or person otherwise representing or acting on behalf of an Owner, Occupier or any invitee is not permitted to mark, erect or affix any thing to any surface of a Lot or Common Property of the Parcel including but not limited to sale and leasing activities.
- 11.2** The original owners of Building Dare Coronation (28 Shepherd St) Pty Ltd (CAN 600 861 907) and Coronation (26 Shepherd St) Pty Ltd (ACN 612 253 308) and either entity shall have the right to advertise and erect signs on the Common Property of Building D during the Advertising Period and no objection shall be raised by an Owner or Occupier or the Owners Corporation of Building D during the Advertising Period to any such advertising or signage.

12 Cleaning Windows and Doors

- 12.1** Except in circumstances referred to in By-law 12.2, an Owner or Occupier of a Lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the Lot, including so much as is Common Property.
- 12.2** The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows, doors and balustrades that cannot be accessed by the Owner or Occupier of the Lot safely or at all.



13 Hanging Out of Washing

- 13.1** In accordance with the instrument accompanying the Strata Plan registered with these By-Laws, the hanging of washing on any balcony is not to be visible from any street and this By-Law 13 may not be repealed or altered without the consent of Council.
- 13.2** An Owner or Occupier of a Lot may hang any washing on any lines provided by the Owners Corporation for that purpose. The washing may only be hung for a reasonable period.
- 13.3** In this By-Law washing includes any clothing, towel, bedding or other article of a similar type.

14 Disposal of Waste

- 14.1** In this By-Law 14:
 - (a)** bin includes any receptacle for waste; and
 - (b)** waste includes garbage and recyclable material.
- 14.2** An Owner or Occupier of a Lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.
- 14.3** An Owner or Occupier of a Lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal.
- 14.4** An Owner or Occupier must:
 - (a)** ensure that all waste disposed of as it may vary, is deposited into an appropriate receptacle within an area designated by the Owners Corporation or Strata Management Statement;
 - (b)** ensure that all waste disposed of in accordance with By-Law 14.4(a) is securely wrapped and drained;
 - (c)** comply with all reasonable directions given by the Owners Corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on Common Property; and
 - (d)** comply with the local Council's guidelines for the storage, handling, collection and disposal of waste.
- 14.5** An Owner or Occupier of a Lot must maintain bins for waste within the Lot, or on any part of the Common Property that is authorised by the Owners Corporation, in a clean and dry condition and keep appropriately covered.
- 14.6** An Owner or Occupier of a Lot must not place any thing in the bins of the Owner or Occupier of any other Lot except with the permission of that Owner or Occupier.
- 14.7** Unless the Owners Corporation or the Strata Management Statement advises otherwise an Owner or Occupier of a Lot must place the bins within an area designated for collection by the Owners Corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the Lot or other area authorised for the bins.



14.8 Any Waste Compactor and Waste Chute in Building D which may be identified in accordance with By-Law 14.12 shall at all times be:

- (a) maintained and kept in a state of good and serviceable repair; and
- (b) be kept clean.

The Committee may delegate such responsibility to, though not limited to, the Owners Corporation formed on registration of the Strata Plan to which these By-Laws apply.

14.9 Council may require the Owners Corporation to enter into an agreement and indemnify the Council for the collection of waste located on the Common Property by any vehicle owned, operated or otherwise under the effective control of Council and the Owners Corporation must indemnify the Council and enter into any such agreement and no objection shall be raised by an Owner, Occupier or the Owners Corporation.

14.10 By-Law 14.8 will not be repealed or modified without the consent of Council.

14.11 An Owner or Occupier of a Lot must notify the local Council of any loss of, or damage to, bins provided by the local Council for waste.

14.12 The Owners Corporation may give directions for the purposes of this By-Law by posting signs on the Common Property with instructions on the handling of waste that are consistent with the local Council's requirements or giving notices in writing to Owners or Occupiers of Lots.

15 Floor Coverings

15.1 An Owner or Occupier must not interfere with the Floor Coverings within the boundaries of its Lot if such interference would affect the transmission of noise which might unreasonably disturb the peaceful enjoyment of an Owner or Occupier of another Lot.

15.2 An Owner or Occupier wishing to interfere with the Floor coverings of its Lot must:

- (a) have the written approval of the Owners Corporation or other relevant Authority required by law;
- (b) provide at its own cost any engineering and acoustic reports if requested by the Owners Corporation; and
- (c) maintain its own contents insurance policy in respect of the Floor Coverings if requested by the Owners Corporation.

16 Window Coverings

16.1 An Owner or Occupier must not interfere with the Window Coverings within the internal and external boundaries of its Lot if the interference would result in:

- (a) a form or colour not approved by the Strata Committee or Owners Corporation as may be amended from time to time;



- (b) a change that is not in keeping with the rest of the Building; or
- (c) any non-compliance with these By-Laws or other relevant Authority's laws.

16.2 An Owner or Occupier with the written approval of an Owner may install a fly-screen to any window on the external boundary of its Lot but only with:

- (a) the written approval of the Owners Corporation; and
- (b) compliance with the provisions of By-Law 16.1 .

16.3 If an Owners Corporation provides its written approval under By-Law 16.2, an Owner or Occupier of a Lot shall maintain and keep in a good state of serviceable repair the fly-screen(s) for that Lot.

17 Barbeques

17.1 An Owner or Occupier may store and operate a barbeque on the Balcony of its Lot if:

- (a) it is not operated using solid fuel;
- (b) it is a covered and portable gas or electric barbeque;
- (c) it is safely secured or stored so as to prevent any damage to the Lot of an Owner or Occupier caused by but not limited to any adverse weather or event whether so caused by or beyond the control of an Owner or Occupier; and
- (d) it does not result in smoke penetration as contemplated by By-Law 9.3 which would otherwise interfere with the peaceful enjoyment of the Owner or Occupier of another Lot.

17.2 An Owner or Occupier or any invitee is not permitted to cook or barbeque any thing on the rooftop of the Building.

18 Balcony

18.1 An Owner or Occupier must not place any item on the Balcony of its Lot;

- (a) which is not outdoor furniture or otherwise contemplated by By-Laws 13 and 17;
- (b) which is fixed;
- (c) which is inconsistent with the Balcony's use as a Balcony; and
- (d) which is inconsistent with the aesthetics and appearance of the Building.



19 Control of Vermin & Pests

- 19.1** An Owner or Occupier is responsible for maintaining the good state of preservation and cleanliness of its Lot which would otherwise prevent and control the intrusion of any vermin, pests and insects.
- 19.2** An Owner or Occupier must notify the Committee or Owners Corporation immediately if any infestation of its Lot by vermin, pest or insect is discovered.

20 Satellite Dishes & TV Antennas

- 20.1** An Owner or Occupier may not erect any satellite dish or television antenna on its Lot.
- 20.2** An Owner or Occupier may connect a device which requires access to an antenna or satellite dish but only if such connection is to the existing wiring within its Lot.

21 Changes to Common Property

- 21.1** An Owner or person authorised by an Owner may install, without the consent of the Owners Corporation:
 - (a)** any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot; or
 - (b)** any screen or other device to prevent entry of animals or insects on the Lot; or
 - (c)** any structure or device to prevent harm to children.
- 21.2** By-Law 21.1 does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property. The installation of a security screen door in the entrance to a Lot is prohibited and By-Law 21.1 does not apply to such an installation.
- 21.3** Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building.
- 21.4** The Owner of a Lot must:
 - (a)** maintain and keep in a state of good and serviceable repair any installation or structure referred to in By-Law 21.1 that forms part of the Common Property and that services the Lot; and
 - (b)** repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in By-Law 21.1 that forms part of the Common Property and that services the Lot.



22 Damage to Common Property

22.1 The provisions of this By-Law are not intended to traverse By-Law 21 or Section 109 of the Strata Schemes Management Act 2015 (NSW) as such an Owner or Occupier must not, unless permitted by the prior written approval of the Owners Corporation:

- (a) use any equipment on the Common Property other than for its intended purpose;
- (b) interfere with the operation of any equipment of the Owners Corporation;
- (c) interfere with any Common Infrastructure;
- (d) cause or permit any thing which damages any item of landscaping situated on the Common Property; or
- (e) do any thing or permit any thing which might cause structural damage to the Building.

22.2 An Owner or Occupier must:

- (a) use the Common Property and equipment located therein for its intended purpose;
- (b) immediately notify the Owners Corporation of any damage to the Common Property whether or not caused or attributed to by said Owner or Occupier; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by it or its invitees.

23 Obstruction of Common Property

23.1 An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person.

23.2 Without limitation on By-Law 23.1 an Owner or Occupier may on a temporary and non- recurring basis obstruct the lawful use of Common Property (for example through the use of a furniture removal truck to move goods) however only with the written approval of the Owners Corporation.

24 Children Playing on Common Property

24.1 Any child for whom an Owner or Occupier of a Lot is responsible may play on any area of the Common Property that is designated by the Owners Corporation for that purpose.

24.2 An Owner or Occupier of a Lot must not permit any child for whom the Owner or Occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on Common Property that is a laundry, car parking area or other area of possible danger or hazard to children.



25 Access to Common Property within a Lot

- 25.1** The Owners Corporation may authorise persons to access Common Property within the lot of an Owner or Occupier provided reasonable notice is given.
- 25.2** The Owners Corporation may authorise access to the Common Property within a Lot for the purposes of:
 - (a)** maintenance, inspection or repair; or
 - (b)** inspecting, servicing or reading a meter.
- 25.3** An Owner or Occupier may request the Owners Corporation provide an authorised representative be present during any period access is granted by the Owners Corporation for persons to access the Common Property within the Lot of an Owner or Occupier to which the Owners Corporation may not unreasonably refuse.

26 Moving Objects through Common Property

- 26.1** An Owner or Occupier is not permitted without a prior booking with the Owners Corporation or Committee to transport any large object through the Common Property which:
 - (a)** carries with it a risk of damaging any thing on and including the Common Property; or
 - (b)** disrupts the peaceful enjoyment of an Owner or Occupier of the Common Property for a sustained period of time,unless written approval has been provided by the Owners Corporation or Committee.
- 26.2** The Owners Corporation or Committee may specify the way in which an object is to be moved through the Common Property to which an Owner or Occupier may not object.
- 26.3** An Owner or Occupier is responsible for any damage to Common Property caused by transporting objects through the Common Property and must rectify the damage immediately and notify the Owners Corporation accordingly.
- 26.4** Where an Owner or Occupier has caused damage to Common Property under this By-Law and has not rectified the damage within seven (7) days the Building Manager or Owners Corporation may repair the damage so caused to the Common Property and levy a charge against the Lot of the Owner or Occupier to recover the reasonable costs incurred rectifying the damage.
- 26.5** The Owners Corporation may impose any reasonable requirement on an Owner or Occupier of a Lot who has requested the permission of the Owners Corporation to transport any object through the Common Property including but not limited to a requirement to pay a bond to cover any damage referred to in this By-Law 26.



27 Reporting Defects on Common Property

27.1 An Owner or Occupier is to immediately notify the Owners Corporation or Committee of any defect in the Common Property or any personal property vested in the Owners Corporation.

28 Removal of Abandoned Goods & Rubbish Left on Common Property

28.1 An Owner is responsible for any goods, rubbish or other items left on Common Property to which the Owners Corporation has incurred any cost for the removal and or disposal of such goods, rubbish or items and is to compensate the Owners Corporation accordingly.

28.2 An Owner or Occupier indemnifies the Owners Corporation in respect of any claim for compensation made by a former Owner or Occupier which arises from the cost incurred for the removal and/or disposal of such goods, rubbish or items left by an Owner or Occupier on the Common Property.

29 Preservation of Fire Safety

29.1 The Owner or Occupier of a Lot, must not do anything or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices in the Parcel or to reduce the level of fire safety in the Lots or Common Property.

30 Storage of Inflammable Liquids and Other Substances and Materials

30.1 An Owner or Occupier of a Lot must not, except with the prior written approval of the Owners Corporation, use or store on the Lot or on the Common Property and inflammable chemical, liquid or gas or other inflammable material.

30.2 This By-Law 30 does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

31 Change in Use or Occupation of Lot to be Notified

31.1 An Owner or Occupier of a Lot must notify the Owners Corporation if the Owner or Occupier changes the existing use or occupation of its Lot.

31.2 Without limiting By-Law 31 .1, a change that may affect the insurance premiums for the Strata Scheme (for example, if the change of use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for commercial or industrial purposes rather than residential purposes must notify and be approved by the Owners Corporation.



32 Short Term Letting

- 32.1** An Owner or Occupier is not permitted under any circumstances to use or market its Lot for any purpose other than as permitted by an environmental planning instrument or any other law.
- 32.2** Without limiting By-Law 32.1, an Owner is not permitted to use or market its Lot for the purposes of a Short-term Rental Accommodation Arrangement unless the Owner uses its Lot as its principal place of residence.
- 32.3** An Owner who enters into a Short-term Rental Accommodation Arrangement in accordance with By-Law 32.2 must:
 - (a)** comply with any restrictions imposed by an environmental planning instrument or any other law in respect of the duration, individually or cumulatively, of any Short-term Rental Accommodation Arrangement; and
 - (b)** ensure that persons permitted to occupy the Owner's Lot under a Short-term Rental Accommodation Arrangement comply with these By-Laws.

33 Compliance with Planning and other Requirements

- 33.1** The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- 33.2** The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

34 Building Works

- 34.1** The Owner of a Lot in a Strata Scheme may carry out Cosmetic Works in connection with its Lot without the approval of the Owners Corporation pursuant to Section 109 Strata Schemes Management Act 2015 (NSW) which includes though not limited to:
 - (a)** installing or replacing hooks, nails or screws for hanging paintings and other things on walls;
 - (b)** installing or replacing handrails;
 - (c)** painting;
 - (d)** filling minor holes and cracks in internal walls;
 - (e)** laying carpet;
 - (f)** installing or replacing built-in wardrobes; or
 - (g)** without limitation on By-Law 16, installing or replacing internal blinds and curtains.
- 34.2** An Owner or Occupier is not permitted to carry out any Building Works unless it has obtained all and any necessary approvals from the Owners Corporation, Council or any other relevant Authority which would otherwise require the approval prior



to commencing the Building Works and such approval is to be provided to the Owners Corporation prior to commencement.

34.3 The Owners Corporation may not unreasonably withhold its consent to a proposal by an Owner or Occupier for the carrying out of Building Works if:

- (a) the Building Works are consistent with the character and lawful use of the Lot; and
- (b) the Building Works will not impinge upon the peaceful enjoyment of the Common Property of an Owner or Occupier.

34.4 An Owner or Occupier who is authorised to carry out Building Works must ensure the Building Works:

- (a) are carried out by qualified, reputable and licensed contractors who have been approved by the Owners Corporation; and
- (b) any damage to the Common Property or to another Lot caused by the carrying out of Building Works is to be repaired at the cost of the Owner or Occupier so authorised to commence Building Works.

34.5 The Owners Corporation delegates its power to approve Minor Renovations to the Strata Committee pursuant to Section 110(6)(b) Strata Schemes Management Act 2015 (NSW).

34.6 An Owner or Occupier must not carry out any Building Works or alterations to any part of the Building that would compromise the structural integrity of the Building.

35 Controls on Hours of Operation and Use of Facilities

35.1 The Owners Corporation may by special resolution make any reasonable determination for the control, management, administration, use or enjoyment of the Lots and Common Property of the Strata Scheme in relation to:

- (a) commercial business activities on a Lot or Common Property as approved where necessary by Council; and
- (b) the facilities located on the Common Property.

36 Fire Alarms & Fire Hazards

36.1 An Owner or Occupier must not do anything or permit any invitees to do anything which might affect the fire safety of the Strata Scheme, including storing or temporarily leaving items in any of the Common Property corridors or fire stairs.

36.2 An Owner or Occupier is responsible for any cost incurred by the Owners Corporation if a fire alarm is activated without reasonable cause or is the result of carelessness by it or its invitees.



37 Security

- 37.1** Unless otherwise delegated to the Owners Corporation the Committee has the responsibility of security, controlling access and security keys in so far as the provisions of this By-Law contemplate.
- 37.2** In this By-Law 37 if the Committee delegates its functions and powers contained herein to the Owners Corporation, the word 'Committee' is replaced with 'Owners Corporation' wherever it appears.
- 37.3** The Committee has the overall responsibility for ensuring the security of the Building and may take all reasonable steps to:
- (a)** enter into or authorise the Building Manager to enter into an agreement with any such qualified person(s) for the provision of security personnel and security services;
 - (b)** permit security personnel to monitor the security of the Building from any such designated part of the Building; and
 - (c)** maintain and obtain any such security device reasonably required to ensure the security of the Building including but not limited to;
 - (i)** boom gates;
 - (ii)** roller shutters;
 - (iii)** locks;
 - (iv)** alarms, and
 - (v)** communications systems.
- 37.4** Registration plate details
- (a)** The Committee may collect information relating to and including the registration plate details of vehicles parked in the Building from time to time.
 - (b)** Upon the request by or on behalf of the Committee, any Owner or Occupier so bound by the Strata Management Statement is to immediately provide the registration plate details of any vehicle(s) it parks in the Building from time to time.
- 37.5** Security Keys
- (a)** If so required the Committee must make available to each Owner or Occupier a Security Key to enable said Owner or Occupier passage throughout the Building by the most appropriate or Direct Route as the case may be in order to access their Lot and any Facility to which they are so entitled to access and use in accordance with the Strata Management Statement.
 - (b)** The Committee may charge any such reasonable fee or request a bond if an Owner or Occupier requests:
 - (i)** an additional Security Key; or
 - (ii)** a replacement Security Key.
 - (c)** An Owner or Occupier or any other such person authorised by the Committee to be issued a Security Key must:
 - (i)** not give it to any other person who is not an Owner or Occupier, unless they are satisfied that person will act responsibly and not in a way which would otherwise contravene the provisions of the Strata Management Statement;



- (ii) not copy or duplicate it or permit any such act which would lead to its duplication;
 - (iii) do all reasonable things to ensure its retention or otherwise retained in a responsible manner;
 - (iv) immediately notify the Committee in each and every instance including but not limited to whether it is lost, stolen or damaged;
 - (v) pay to the Committee such reasonable fee for its replacement;
 - (vi) return it immediately if it is no longer required or if the right to access the Building no longer exists; and
 - (vii) comply with any reasonable directions of the Committee in relation to its use and management.
- (d) The Committee shall have the power to:
- (i) enter into any such arrangement with the Building Manager or any other relevant service provider in connection with the operation and management of Security Keys and the security systems of the Building generally;
 - (ii) re-code Security Keys and require the return of any Security Key for that purpose; and
 - (iii) limit the number of Security Keys issued so as to maintain the security of the Building.
- (e) Any reasonable request by an Owner or Occupier relating to access arrangements must be taken into account in connection with the Committee's operation and management of Security Keys.

38 Provision of Amenities or Services

38.1 Subject to the Strata Management Statement the Owners Corporation may, by resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:

- (a) security services;
- (b) promotional services;
- (c) advertising;
- (d) commercial cleaning;
- (e) domestic services;
- (f) garbage disposal and recycling services;
- (g) electricity, water or gas supply; and
- (h) telecommunication services.

38.2 Any such resolution passed pursuant to this By-Law must indicate the conditions and amount required by the Owners Corporation or Committee as it may be to enter into and maintain such amenity or service stipulated.



39 Rights of the Owners Corporation to Enter Your Lot

39.1 The Owners Corporation or any of its contractors so authorised may enter the Lot of an Owner or Occupier to operate, inspect, test, treat, use, maintain, repair or replace Common Property.

39.2 The Owners Corporation must provide reasonable notice to the Owner or Occupier prior to entering the Lot of an Owner or Occupier when exercising its rights under this By-Law 39.

40 Notice Board

40.1 The Owners Corporation must ensure that a notice board is erected and maintained and kept up to date, however the Owners Corporation shall have the absolute discretion as to the location of the notice board.

41 Rules

41.1 The Owners Corporation may make and amend rules about matters associated with the control, management, operation, security, appearance of the Building and Lots, signage and use of the Building.

41.2 An Owner or Occupier or their invitees must comply with the rules.

41.3 Where there is any inconsistency between a rule, the By-Laws and the Strata Management Statement, the Strata Management Statement Prevails, where however the provisions of the Strata Management Statement are inapplicable these By-Laws will prevail.

42 Insurance Premiums

42.1 An Owner or Occupier must have consent from the Owners Corporation to do any thing that might invalidate, suspend or increase the premium on an insurance policy held by the Owners Corporation.

42.2 If the Owners Corporation gives its consent under this By-Law, the Owners Corporation may make conditions that, without limitation, require an Owner or Occupier to reimburse the Owners Corporation for the increased premium.

43 Rooftop

43.1 An Owner or Occupier must:

- (a)** use the Rooftop only during the hours of 6am to 10pm daily or the hours as otherwise determined by the Owners Corporation in its absolute discretion;
- (b)** promptly notify the Building Manager of any damaged fixtures or furniture in the Rooftop;



- (c) accompany their invitees at all times within the Rooftop; and
- (d) use the Rooftop at their own risk.

43.2 An Owner or Occupier must not:

- (a) permit any child under the age of 16 years in the Rooftop unless accompanied by an adult exercising effective control; or
- (b) engage in ball games, music, noisy or hazardous activities in the Rooftop.

44 Air-Conditioning

44.1 This is a Common Property Rights By-Law.

44.2 Contrary to any other By-Laws, an Owner or Occupier of a Lot has a special privilege and exclusive use of the Air Conditioning Equipment that services the Lot of an Owner or Occupier (whether located on the Lot or on Common Property) as well as exclusive use of that part of the Common Property required in order to install and service the Air Conditioning Equipment on the Lot.

44.3 Where an Owner or Occupier is benefited by Air Conditioning Equipment that services its Lot that Owner or Occupier shall maintain and keep in a state of good and serviceable repair the Air Conditioning Equipment for that Lot.

44.4 An Owner is:

- (a) responsible for the costs associated with the running, maintenance and renewal or replacement of the Air Conditioning Equipment for that Lot and any modification to it; and
- (b) must indemnify the Owners Corporation against any liability or expense associated with the Air Conditioning Equipment for its Lot.

44.5 Where an Owner or Occupier fails to maintain the Air Conditioning Equipment in its Lot and requires the Owners Corporation to carry out works necessary to maintain or repair the Air Conditioning Equipment the costs incurred are to be reimbursed by the Owner or Occupier.

Special By-Law 1 Rules & Recovery of Costs by Owners Corporation

(1) Introduction

The purpose of this by-law is to :

- (a) SET OUT, for clarity, the rules of the Owners and Occupiers must adhere to.
- (b) EMPOWER the Owners Corporation to recover Expenses, Interest and Recovery Costs from Owner and Occupiers;
- (c) EMPOWER the building manager and security guard(s) for the Building to issue fines for unauthorised parking; and
- (d) INDEMNIFY the Owners Corporation

(2) Definitions & Interpretation

- (a) "Act" means the *Strata Schemes Management Act, 2015 (NSW)*



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- (b) **"Authority"** means any statutory, governmental or other body having authority over the Lot or the Building including local council.
- (c) **"Building"** means the building(s) situated at 28 Shepherd Street, Liverpool NSW 2170.
- (d) **"By-laws"** means this and any by-laws in force in respect of the Strata Scheme.
- (e) **"Claims"** means any and all claims, demands, clauses of action (whether based in contract, equity, tort or statute and including loss or abatement of rent), suits, arbitration, mediation and all losses (including loss of income and other consequential losses), liabilities, costs, compensation, damages or expenses (including legal expenses) whatsoever arising out of or in any way connect with the Works which may be claimed against the Owners Corporation.
- (f) **"Cleaning Costs"** means any costs or expense incurred by the Owners Corporation in cleaning (including any human or pet excreta) or removing rubbish or other unwanted items from the common property arising out or in connection with a breach of this By-law.
- (g) **"Demand"** means a written demand by the Owners Corporation to the relevant Owner or Occupier.
- (h) **"Denial of Access"** means the failure or refusal by an Owner or Occupier to give the Owners Corporation (or it's agents, contractors or representatives) access to an Owner or Occupier's Lot when requested by the Owners Corporation or to permit the Owners Corporation to exercise and of its functions or duties under the Act or undertake a fire safety inspection or repair, maintain or replace any fire safety systems or undertake a pest inspection, extermination or treatment of Lot or common property.
- (i) **"Denial of Access Costs"** means any cost or expense incurred by the Owners Corporation arising out of or in connection with a Denial of Access, in breach of this by-law.
- (j) **"Expenses"** means any cost or expense incurred by the Owners Corporation arising out of or in connection with a breach of this by-law including Cleaning Costs, Denial of Access Costs, False Fire Alarm Expenses, an Insurance Increase, Remedy Expenses and Repair Costs.
- (k) **"False Alarm"** means the activation of a fire alarm in circumstances where there is no fire or other type of emergency which is likely to cause a risk, hazard or danger to the Building or any person in the Building by virtue of the incidence of smoke, heat or fire in the Building.
- (l) **"False Alarm Expenses"** means any cost or expense incurred by the Owners Corporation arising out of or in connection with a False Alarm caused by an Owner or Occupier's breach of this By-law including charges imposed on the Owners Corporation by Fire & Rescue NSW (eg. charges for attending the Building in response to a False Alarm).
- (m) **"Insurance Increase"** means an amount equal to any increase in an insurance premium payable by the Owners Corporation arising out of or in connection with anything done by an Owner or Occupier.



- (n) **"Interest"** means interest payable on Expenses and Fines in accordance with this By-law.
- (o) **"Invitee"** includes a guest or contractor.
- (p) **"Lot"** means any and all lots in a Strata Scheme.
- (q) **"Occupier"** means a person in occupation of a Lot and includes a tenant.
- (r) **"Owner"** means the owner(s) of the Lot.
- (s) **"Owners Corporation"** means the owners corporation created on registration of the strata scheme.
- (t) **"Parking Fine"** means a fine for an Owner or Occupier or their respective Invitee parking or standing a motor or other vehicle otherwise than in their own allocated car space (if any) and/or contrary to any signage at the Building and/or in breach of the by-laws applicable to the Strata Scheme in the amount of \$200 per infringement or such other amount as may be determined by the strata committee from time to time.
- (u) **"Recovery Costs"** means any cost or expense incurred by the Owners Corporation in recovering from an Owner or Occupier any Expenses, Parking Fines or Interest including strata managing agent's and legal costs on an indemnity basis.
- (v) **"Remedy Expenses"** means any cost or expense incurred by the Owners Corporation in remedying or attempting to remedy a breach of this by-law including any consultants or other expert's costs.
- (w) **"Repair Costs"** means any cost or expense incurred by the Owners Corporation in repairing damage to the common property arising out of or in connection with a breach of they By-law.
- (x) **"Strata Scheme"** means the strata scheme created upon registration of strata plan no 99169.

2.2 Interpretation

In this by-law :

- (a) headings are used for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender includes all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in thus by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it.
- (g) reference to any statutes includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent they are incorporated;
- (h) any terms in this by-law which are not defined will have the same meaning as those defined in Act of the *Strata Schemes Development Act, 2015* (NSW) respectively;
- (i) if any one or more of the provisions contained in this by-law should be invalid, illegal or unenforceable in any respect, the validity, legality and



enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which it is necessary to make the remainder of the provision of this by-law enforceable; and

- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law the provisions of thus by-law shall prevail to the extent of the inconsistency.

(3) General rules and obligations

Owners and occupier MUST NOT:

- (a) breach any By-laws;
- (b) park anywhere on the Parcel except in any parking allocated to the Lot;
- (c) cause a False Alarm;
- (d) damage the common property without the approval in writing of the Owners Corporation (except where expressly permitted by the Act);
- (e) leave or dump rubbish or refuse or other unwanted items on the common property;
- (f) dirty or soil the common property;
- (g) do anything that may cause an Insurance Increase; and/or
- (h) cause or permit a Denial of Access.

(4) General obligations

- (a) Owners must take all reasonable steps to ensure that any Occupier of their respective Lot complies with the By-laws.
- (b) Owners and Occupiers must take all reasonable steps to ensure that their respective Invitees comply with this By-law as if they were contractually bound by this by-law.

(5) Payment of Expenses

Owners and Occupiers in breach of this By-law are liable to pay or reimburse the Owners Corporation for any Expenses on Demand.

(6) Interest on Expenses

Any Expenses remaining unpaid at the end of one (1) month after they become due and payable, bear until paid simple interest at the rate of 10% per annum.

(7) Payment of Recovery Costs

Owners and Occupiers are liable to pay or reimburse the Owners Corporation for any Recover Costs on Demand.

(8) Recovery of Expenses, Interest, etc

The Owners Corporation may recover from Owners and/or Occupiers in breach of this By-law, as a debt due, any Parking Fines, Expenses, Interest and Recovery Costs.

(9) Powers of the Building Manager and security guard(s)

- (a) Owners and Occupiers acknowledge and agree that the building manager and/or security guards may issue Parking Fines. For clarity, an Owner, Occupier or their respective Invitee may only park in their own allocated car space(s) (if any), strictly in accordance with the by-laws applicable to the Strata Scheme and any signage at the Building.



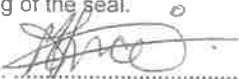
- (b) Owners and Occupiers must take all reasonable steps to ensure that their respective Invitees comply with this By-Law as if they were contractually bound by this by-law.
- (10) Manner of Recovery of Expenses, Interest, etc
Despite anything set out in this By-law, if an Owner or Occupier is in breach of this By-law, in addition to the Owners Corporation other rights and remedies, the Owners Corporation may include reference to any Expenses, Parking Fines, Interest or Recovery Costs for which that Owner or Occupier is liable on:
- (a) The relevant Owner's ledger;
 - (b) Levy notices served on the Owner; and
 - (c) Certificates issued under Section 184 of the Act in respect of that Owner's Lot.
- for the purposes of recovering from the Owner as a debt due, any and all of those amounts irrespective of whether that Owner or their Occupier is in breach.
- (11) Appropriation of payments
The Owners Corporation may appropriate any payments made by an Owner or Occupier to the Owners Corporation towards Expenses, Parking Fines, Interest and Recovery Costs in any manner deemed fit by the Owners Corporation.
- (12) Payment of Parking Fines & Expenses
Owners and Occupiers in breach of this by-law are liable to pay or reimburse the Owners Corporation for any Parking Fines and/or Expenses on Demand.
- (13) Amount payable
The amounts specified by the Owners Corporation as being due and payable by an Owner or Occupier in any Demand, Parking Fine or otherwise are conclusive evidence of the amounts due to the Owners Corporation (manifest errors excepted).
- (14) Indemnity
Owners and Occupiers indemnify and shall keep indemnified and save harmless the Owners Corporation against any Claims whatsoever and whether in respect of the property or personal injury or death arising out of or in connection with breach of this By-law.
- (15) Sale of Lot
If a person becomes an Owner when, under this By-law a former Owner is liable to pay any Expenses, Interest or Recovery Costs to the Owners Corporation, the person who becomes the owner is jointly and severally liable with the former Owner to pay those amounts to the Owners Corporation.
- (16) Applicability
Thus by-law binds and ensures to the benefit of any and all future Owners and Occupiers.



Approved Form 23

Attestation

The common seal of the Owners - Strata Plan No 99169 was affixed on ¹⁴14 October 2021 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Michael Price Authority: Strata Managing Agent

Signature: Name: Authority:

^ Insert appropriate date

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. This attestation is required when the seal of the owners corporation is affixed in accordance with section 273 *Strata Schemes Management Act 2015*
3. The person(s) attesting the affixing of the common seal must be:
 - the owner where only one owner constitutes the owners corporation
 - both owners where two owners constitute the owners corporation
 - two owners or members of the strata committee determined by the owners corporation where there are more than two owners
 - the secretary and any other member of the strata committee where no determination has been made and there are more than two owners, or
 - a strata managing agent engaged by the owners corporation.



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 99169 was affixed on ^ 14 October 2021..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:  Name: Michael Price
Authority: Strata Managing Agent

Signature: Name:
Authority:

^ Insert appropriate date * Strike through if inapplicable.



PLANNING CERTIFICATE UNDER SECTION 10.7
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**Ref.:** 250278:173061
Ppty: 194418**Cert. No.:** 5587**Applicant:**
AVANTRO
DX 188813
SYDNEY DOWNTOWN**Receipt No.:** 6272400
Receipt Amt.: 69.00
Date: 20-Mar-2025

The information in this certificate is provided pursuant to Section 10.7(2)&(5) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2021. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

Legal Description: LOT 7 SP 99169
Street Address: G 7/ 28 SHEPHERD STREET, LIVERPOOL NSW 2170

Note: Items marked with an asterisk () may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

Note: Commonly Used Abbreviations:

LEP: Local Environmental Plan
DCP: Development Control Plan
SEPP: State Environmental Planning Policy
EPI: Environmental Planning Instrument

1. Names of relevant planning instruments and DCPs

(1) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

Liverpool LEP 2008

SEPPs*:

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

DCPs:

Liverpool DCP 2008

(2) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation or public exhibition under the Act).

Draft LEPs:

N/A

Draft SEPPs*:

N/A

Draft DCPs:

N/A

2. Zoning and land use under relevant LEPs and /or SEPPs

This section contains information required under subclauses 2 of Schedule 2 of the EP&A Regulation 2021. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, an environmental planning instrument or draft environmental planning instrument.

Employment zones reform commenced on 26 April 2023 which replaced previous Business zones (B) and Industrial zones (IN) with Employment zones (E) and updated the land use tables. Standard Instrument (Local Environmental Plans) Amendment (Land Use Zones) Order 2022, contains a 2-year savings provision as follows:

Development that is permitted with development consent on land in a former Business (B) or Industrial (IN) zone under a local environmental plan, as in force immediately before 26 April 2023, continues to be permitted with development consent on the land until 26 April 2025.

The land use and zoning information under any EPI applying to the land is given below.

(a) Name of zone, and the EPI from which the land zoning information is derived.

R4 High Density Residential - Liverpool LEP 2008

(b)(i) The purposes for which development may be carried out within the zone without the need for development consent

Home-based child care; Home occupations

(b)(ii) The purposes for which development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Home businesses; Home industries; Hostels; Hotel or motel accommodation; Kiosks; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Residential care facilities; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Serviced apartments; Shop top housing

(b)(iii) The purposes for which the instrument provides that development is prohibited within the zone

Any development not specified in item (b)(i) or (b)(ii)

(c) Additional permitted uses apply to the land:

Nil

(d) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

No

(e) Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

No

(f) Is the land in a conservation area (however described):

No

(g) Is there an item of environmental heritage (however described) situated on the land:

No

3. Contribution Plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

Liverpool Contributions Plan 2018 - Liverpool City Centre

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4, the name of the region and the Ministerial planning order in which the region is identified:

Greater Sydney Region - Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

Not Applicable

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

(a) has been continued in force by the Act, Schedule 4, Part 1, and

(b) has not been repealed as provided by that part.

Note— The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

The first column identifies the code(s). The second column describes the extent of the land in which complying development is permitted, as per the clauses above, for the code(s) given to the immediate left. The third column indicates the reason as to why complying development is

prohibited on some or all of the land and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
Housing Code, Rural Housing Code, Greenfield Housing Code, Low Rise Housing Diversity Code (for purposes other than dual occupancies), Inland Code	All	
Industrial and Business Buildings Code	All	
General Development Code, Container Recycling Facilities Code, Fire Safety Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, and Demolition Code	All	
Low Rise Housing Diversity Code (for purposes of dual occupancies)	All	

Note: Despite information in the table above, complying development codes do not apply or are modified in areas subject to land-use zoning under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

Note: If council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

5. Exempt development

The information below outlines whether exempt development is permitted on the land as per the provisions of clauses 1.16(1)(b1)–(d) or 1.16A SEPP of the (Exempt and Complying

Development Codes) 2008 only. The table does not specify whether any code applies to the land; applicants should read the full extent of the code with their building certifier, solicitor, or other professional to determine whether any code applies to the land.

The first column identifies the code(s). The second column describes the extent of the land in which exempt development is permitted, as per the clauses above, for the code(s) given to the immediate left. The third column indicates the reason as to why exempt development is prohibited on some or all of the land and will be blank if such development is permitted on all of the land.

Code	Extent of the land for which development is permitted:	The reason(s) as to why development is prohibited:
General Exempt Development Code, Advertising and Signage Exempt Development Code, Temporary Uses and Structures Exempt Development Code	All	

Note: Despite information in the table above, certain Exempt Codes do not apply or are modified in areas subject to land-use zoning under the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis.

Note: If council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Nil

6. Affected building notices and building product rectification orders*

Is there any affected building notice (as in Part 4 of the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land?

No

Is there any building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

Is there any notice of intention to make a building product rectification order (as in the Building Products (Safety) Act 2017) of which the council is aware has been given in respect of the land and is outstanding?

No

7. Land reserved for acquisition

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 3.15 of the Act?

No

8. Road widening and road realignment

Is the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?*

No

(b) An EPI?

No

(c) A resolution of the council?

No

9. Flood related development controls

(1) Is the land, or part of the land, within the flood planning area and subject to flood-related development controls?

No, the land is outside of flood planning area and NOT subject to flood related development controls for industrial/commercial and residential premises.

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(1) of this certificate.

(2) Is the land, or part of the land, between the flood planning area and the probable maximum flood (outside the flood planning area, but within the extent of the probable maximum flood), and subject to flood related development controls?

Yes, the land, or part of the land, is within the extent of the probable maximum flood and subject to flood related development controls (example: schools). However, the land is NOT

subject to flood related development controls for residential premises, but subject to flood related development controls for group homes and senior housing.

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(1) of this certificate.

Note:

Flooding certificate will be provided as an annexure to Section 10.7(5) certificate only if the land, or part of the land, is within the flood planning area.

Flood planning area has the same meaning as in the Floodplain Development Manual. It is generally the 1% annual exceedance probability plus a 0.5m freeboard or as outlined in relevant DCP.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.

Probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. Council and other public authority policies on hazard risk restrictions

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to any controls from those policies, but it does not confirm if that hazard/risk is present on the land.

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
Bushfire hazard	Liverpool DCP 2008	No
	Liverpool Growth Centre Precincts DCP*	No
	Edmondson Park South DCP 2012	No
	Western Sydney Aerotropolis DCP 2022	No
	Planning for Bushfire Protection (Rural Fire Services, 2019)*	No
	Pleasure Point Bushfire Management Plan	No
Tidal inundation	Nil	No
Subsidence	Nil	No
Acid Sulphate Soils	Liverpool LEP 2008	Yes

Hazard/Risk	Adopted Policy	Is the land is subject to development controls under that policy?
	Liverpool DCP 2008	Yes
Potentially Contaminated Land	Liverpool DCP 2008	Yes, see section 10 of Part 1 of the Liverpool DCP 2008
	Liverpool Growth Centre Precincts DCP*	No
Potentially Saline Soils	Liverpool DCP 2008	Yes
	Liverpool Growth Centre Precincts DCP*	No
	Western Sydney Aerotropolis DCP 2022	No

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land. Any information regarding contamination as Council is aware of, if any, can be found in Clause 24 of the Section 10.7(2) certificate and Clause 4 of the Section 10.7(5) certificate.

11. Bushfire prone land

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

No

12. Loose-fill asbestos insulation *

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

No

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

13. Mine subsidence*

Is the land a proclaimed to mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No

14. Paper subdivision information*



Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

No

15. Property vegetation plans*

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

No, Liverpool is excluded from the operation of the Native Vegetation Act 2003

16. Biodiversity stewardship sites*

Is the land subject to a Biodiversity stewardship site under Part 5 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

No

17. Biodiversity certified land*

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

No

For information about what biodiversity certification means if your property is "Yes, certified" or "Yes, non-certified", please visit: <https://www.environment.nsw.gov.au/topics/animals-and-plants/biodiversity/biodiversity-certification>

18. Orders under Trees (Disputes between Neighbours) Act 2006*

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

No, Council has not been notified of an order

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works*

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

20. Western Sydney Aerotropolis

As per the SEPP (Precincts - Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis, is the land:

(a) Subject to an ANEF or ANEC contour of 20 or greater?

No

(b1) Affected by the 6km Lighting Intensity Area, or Light Control Zone?

No

(b2) Affected by the Windshear Assessment Trigger Area?

No

(c) Affected by the Obstacle Limitation Surface Area?

No

(d) Affected by the Public Safety Area on the Public Safety Area Map?

No

(e1) Within the 3km zone of the Wildlife Buffer Zone Map?

No

(e2) Within the 13km zone of the Wildlife Buffer Zone Map?

No

Note: the table above only specifies whether the land is impacted by planning controls related to the Western Sydney Airport. Planning controls also relate to the Bankstown Airport, and are not reflected in this table.

21. Development consent conditions for seniors housing*

Are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of State Environmental Planning Policy (Housing) 2021?

No

22. Site compatibility certificates and conditions for affordable rental housing*

(1) Is there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in respect of proposed development on the land?

No

(2) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021?

No

(3) Are there any conditions of a development consent in relation to the land that are of a kind referred to in section 17 (1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009?

No

Note: former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Water or sewerage services provided under the Water Industry Competition Act 2006*

Some land may have services provided by private entities under the Water Industry Competition Act 2006 (WIC Act 2006); any outstanding fees or charges owed to these service providers becomes the responsibility of the new owner(s) of the land.

The Independent Pricing and Regulatory Tribunal (IPART) provides information about the areas serviced, or to be serviced, via a register on their website. A statement below indicates whether the land is, or is to be, subject to an alternative servicing arrangement under the WIC Act 2006 as per that register:

No, this land is not subject to an alternative servicing arrangement under the WIC Act 2006

Note: This section does not contain information relating to whether the land is, or is not, connected to Sydney Water's network for the supply of either drinking water or sewage disposal services. For further information about whether your land is connected to Sydney Water's network, we recommend that you contact Sydney Water.

24. Contaminated land

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

No

(b) Subject to a management order within the meaning of that Act?



No

(c) Subject of an approved voluntary management proposal within the meaning of that Act?

No

(d) Subject to an ongoing maintenance order within the meaning of that Act?

No

(e) Subject of a site audit statement within the meaning of that Act? *

No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997. This section only checks items under section 59(2)(a)–(e) of the Act and may not include all available contamination information for the site. A section 10.7(5) certificate may provide further information.

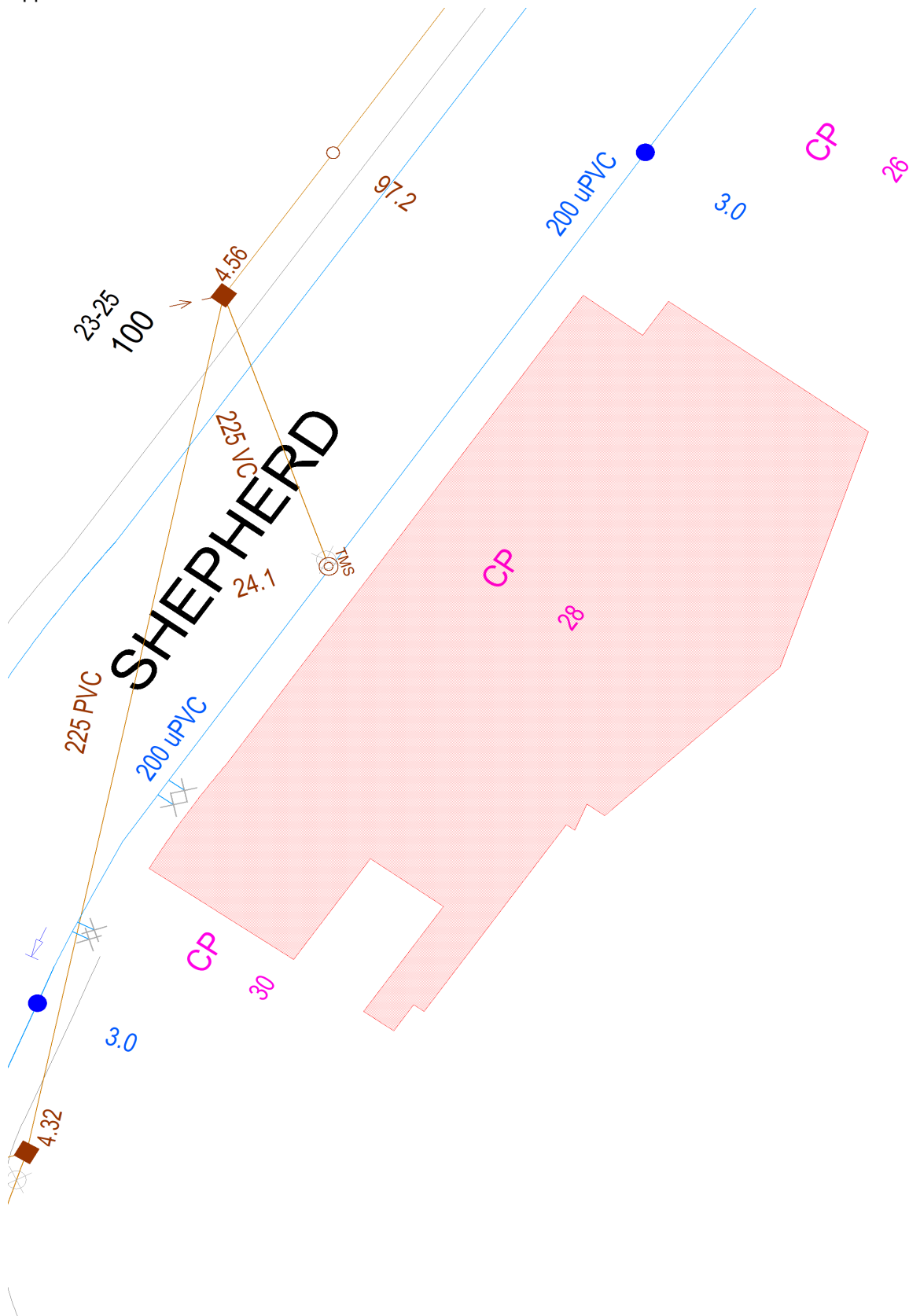


For further information, please contact
CALL CENTRE – 1300 36 2170

Jason Bredon
Acting Chief Executive Officer
Liverpool City Council

Service Location Print
Application Number: 8004171059

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Disclaimer

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
Private Mains		Scour	
Potable Water Main		Reducer / Taper	
Recycled Water Main		Vertical Bends	
Sewer Main		Reservoir	
Symbols for Private Mains shown grey		Recycled Water is shown as per Potable above. Colour as indicated	

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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20 March 2025

Globalx-Dye & Durham Information Pty Ltd

Reference number: 8004166308

Property address: Unit G07/28 Shepherd St Liverpool NSW 2170

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team



Standard form from 23 March 2020

Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON **AT**

BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

Note: These details **must** be provided for landlord(s), whether or not there is a landlord's agent

Address for service of notices (can be an agent's address):

Suburb:

State:

Postcode:

Note: The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Landlord's agent details: *[If applicable]*

Agent name:

88 International

Business address for service of notices:

Suite 102/299-305 Sussex Street

Suburb:

Sydney

State:

NSW

Postcode:

2000

Contact details: *[This must include a telephone number]*

P : +61 2 9267 5160 M: +61 468 611 983 E : rental@88international.com.au

Tenant's agent details: *[If applicable]*

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

Term of agreement:

The term of this agreement is -

- ☐ 6 months ☐ 12 months ☐ 2 years ☐ 3 years
☐ 5 years ☐ Other (please specify): ☐ Periodic (no end date)

starting on 11 / 4 /2023 and ending on 10 / 4 /2024 *[Cross out if not applicable]*

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

Residential premises:The residential premises are *[Insert address]*:

DG07/28 Shepherd Street, Liverpool, NSW 2170

The residential premises include:

Secure parking + Study

*[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]***Rent:**

The rent is \$ 480 per week payable in advance starting on 11 / 4 /2023

Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number: 082 201

account number: 2371 34621

account name: 88 International Trust Account

payment reference: GreeshmaDG07

, or

(b) to 88 International

at

102/299-305 Sussex Street Sydney NSW2000

by cash, or

(c) as follows:

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND [Cross out if there is not going to be a bond]:

A rental bond of \$ 1,920 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- ☐ the landlord or another person, or
☐ the landlord's agent, or
☒ NSW Fair Trading through Rental Bond Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: 88 INTERNATIONAL Telephone: (02) 9267 5160

Plumbing repairs: 88 INTERNATIONAL Telephone: (02) 9267 5160

Other repairs: 88 INTERNATIONAL Telephone: (02) 9267 5160

Water usage

Will the tenant be required to pay separately for water usage? ☒ Yes ☐ No

If yes, see clauses 12 and 13.

Utilities

Is **electricity** supplied to the premises from an embedded network? ☐ Yes ☒ No

Is **gas** supplied to the premises from an embedded network? ☐ Yes ☒ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

- ☒ Hardwired smoke alarms
☐ Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

9 Volts

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

9 Volts

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

☒ Yes ☐ No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

☒ Yes ☐ No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note. You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

☒ Yes ☐ No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

rental@88international.com.au

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

☒ Yes ☐ No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

greeshmashetty94@gmail.com | kumbharaditya@gmail.com

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential premises'** on page 2 of this agreement.

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
 - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

7. The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

- 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in section 3 of the Residential Tenancies Act 2010.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4** the residential premises have the following water efficiency measures:
 - 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
 - 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
 - 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

- a) are structurally sound, and
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

e) have adequate plumbing and drainage, and

f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- a) are in a reasonable state of repair, and
- b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and
- c) with respect to the roof, ceilings and windows – do not allow water penetration into the premises, and
- d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the Residential Tenancies Act 2010 and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,

- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and tenant agree:

- 23.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

24. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the

landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28.** The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is 'published'.

- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:

- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

***Note.** The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.*

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

- 32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative

Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

***Note:** Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.*

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED [Cross out clauses if not applicable]

- 38. The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
- 39. The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

- 40.** The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out clauses if no rental bond is payable]

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6** repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7** reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

~~**45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.**~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

~~**46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:**~~

~~**46.1** the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~**46.2** a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

- 49. The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
 - 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
 - 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
 - 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are **negotiable**.]

ADDITIONAL TERM—PETS

[Cross out clauses if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

54. The tenant agrees:

- 54.1** to supervise and keep the animal within the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

~~54.3 to ensure that the animal is registered and micro-chipped if required under law, and~~

~~54.4 to comply with any council requirements.~~

- 55. The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

Insert any other agreed additional terms here.
Attach a separate page if necessary.

PLEASE FIND ENCLOSED THE ADDITIONAL TERMS & SPECIAL CONDITIONS

NOTES

1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Falentina Young

Signature of landlord/agent



on the day of 03 April 2023

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent



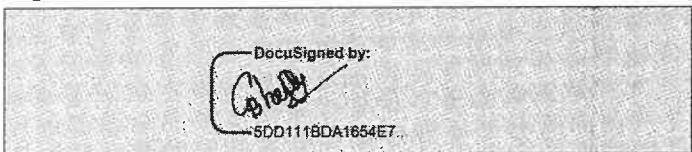
on the day of 03 April 2023

SIGNED BY THE TENANT (1)

Name of tenant

Greeshma Shivram Shetty

Signature of tenant



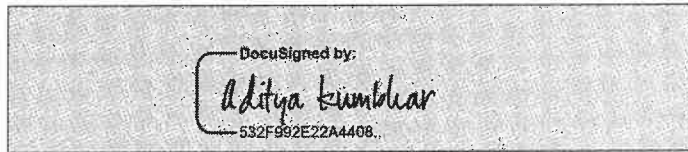
on the day of 4/5/2023 20__

SIGNED BY THE TENANT (2)

Name of tenant

Aditya Tatyasaheb Kumbhar

Signature of tenant



on the day of 4/6/2023 20__

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant

on the 2 day of 20__

SIGNED BY THE TENANT (4)

Name of tenant

Signature of tenant

on the day of 20__

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the **Tenant Information Statement** published by NSW Fair Trading.

Signature of tenant



4/5/2023

on the day of 20_ _

4/6/2023

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au